



CORPORATION SERVICE COMPANY®

## Notice of Service of Process

CQW / ALL  
Transmittal Number: 15720179  
Date Processed: 10/07/2016

**Primary Contact:** Eric Manne - 18th Floor  
AIG Property Casualty  
175 Water Street  
Floor 15th  
New York, NY 10038

---

<b>Entity:</b>	Lexington Insurance Company Entity ID Number 1903911
<b>Entity Served:</b>	Lexington Insurance Company
<b>Title of Action:</b>	Mount Juliet League, Inc. vs. National Softball Association, Inc.
<b>Document(s) Type:</b>	Summons/Complaint
<b>Nature of Action:</b>	Contract
<b>Court/Agency:</b>	Wilson County Chancery Court, Tennessee
<b>Case/Reference No:</b>	2016Cv350
<b>Jurisdiction Served:</b>	Tennessee
<b>Date Served on CSC:</b>	10/06/2016
<b>Answer or Appearance Due:</b>	30 Days
<b>Originally Served On:</b>	TN Dept of Commerce and Insurance on 09/29/2016
<b>How Served:</b>	Certified Mail
<b>Sender Information:</b>	D. Andrew Saulters 615-256-9999

---

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

**To avoid potential delay, please do not send your response to CSC**  
2711 Centerville Road Wilmington, DE 19808 (888) 690-2882 | [sop@cscglobal.com](mailto:sop@cscglobal.com)

**STATE OF TENNESSEE  
Department of Commerce and Insurance  
500 James Robertson Parkway  
Nashville, TN 37243-1131  
PH - 615.532.5260, FX - 615.532.2788  
Jerald.E.Gilbert@tn.gov**

September 30, 2016

Lexington Insurance Company  
2908 Poston Avenue, % C S C  
Nashville, TN 37203  
NAIC # 19437

Certified Mail  
Return Receipt Requested  
7015 0640 0007 0045 8326  
Cashier # 28292

Re: Mount Juliet League, Inc. V. Lexington Insurance Company

Docket # 2016Cv350

To Whom It May Concern:

Pursuant to Tennessee Code Annotated § 56-2-504 or § 56-2-506, the Department of Commerce and Insurance was served September 29, 2016, on your behalf in connection with the above-styled proceeding. Documentation relating to the subject is herein enclosed.

Jerald E. Gilbert  
Designated Agent  
Service of Process

Enclosures

cc: Chancery Court Clerk  
Williamson County  
P O Box 1666  
Franklin, Tn 37065

STATE OF TENNESSEE 15 <sup>TH</sup> JUDICIAL DISTRICT CHANCERY COURT	<b>SUMMONS</b>	CASE FILE NUMBER <i>2016 CV 350</i>
<b>PLAINTIFF</b>  MOUNT JULIET LEAGUE, INC.	<b>DEFENDANT</b>  NATIONAL SOFTBALL ASSOCIATION, INC., et al.	
<b>TO: (NAME AND ADDRESS OF DEFENDANT)</b>  Lexington Insurance Company, a Subsidiary of American International Group ("AIG") Nicholasville, KY 40340 By Serving: Commissioner of Insurance 500 James Robertson Parkway Nashville, TN 37243		
<div style="display: flex; justify-content: space-between;"> <div> <b>List each defendant on a separate summons.</b> </div> <div> <b>Method of Service:</b>  <input type="checkbox"/> Certified Mail  <input type="checkbox"/> Wilson Co. Sheriff  <input type="checkbox"/> *Comm. Of Insurance  <input type="checkbox"/> *Secretary of State  <input type="checkbox"/> *Out of County Sheriff  <input type="checkbox"/> Private Process Server  <input type="checkbox"/> Other           </div> </div>		
<b>*Attach Required Fees</b>		
<b>YOU ARE SUMMONED TO DEFEND A CIVIL ACTION FILED AGAINST YOU IN CHANCERY COURT, WILSON COUNTY, TENNESSEE. YOUR DEFENSE MUST BE MADE WITHIN THIRTY (30) DAYS FROM THE DATE THIS SUMMONS IS SERVED UPON YOU. YOU MUST FILE YOUR DEFENSE WITH THE CLERK OF THE COURT AND SEND A COPY TO THE PLAINTIFF'S ATTORNEY AT THE ADDRESS LISTED BELOW. IF YOU FAIL TO DEFEND THIS ACTION BY THE ABOVE DATE, JUDGMENT BY DEFAULT CAN BE RENDERED AGAINST YOU FOR THE RELIEF SOUGHT IN THE COMPLAINT.</b>		
<b>Attorney for plaintiff or plaintiff if filing Pro Se:</b> (Name, address & telephone number) D. Andrew Saulters (20275) Post Office Box 198985 Nashville, TN 37219-8985 615-256-9999	<b>FILED, ISSUED &amp; ATTESTED</b> <div style="text-align: center; font-size: 1.2em;"> <i>9/27/16</i> </div> <hr/> <b>BARBARA WEBB, Clerk and Master</b> By: <i>[Signature]</i> <div style="text-align: center;">         134 South College Street          Lebanon, TN 37088-2668  <b>Deputy Clerk &amp; Master</b> </div>	
<b>NOTICE OF DISPOSITION DATE</b>		
<p>The disposition date of this case is twelve months from date of filing. The case must be resolved or set for trial by this date or it will be dismissed by the Court for failure to prosecute pursuant to T.R.C.P. 41.02 and Local Rule 18.</p> <p>If you think the case will require more than one year to resolve or set for trial, you must send a letter to the Clerk and Master at the earliest practicable date asking for an extension of the disposition date and stating your reasons. Extensions will be granted only when exceptional circumstances exist.</p>		
<b>TO THE SHERIFF:</b>	<b>DATE RECEIVED</b>   <hr/> <b>Sheriff</b>	

\*\*\*Submit one original plus one copy for each defendant to be served.

## RETURN ON SERVICE OF SUMMONS

I hereby return this summons as follows: (Name of Party Served) \_\_\_\_\_

☐ Served \_\_\_\_\_  
☐ Not Served \_\_\_\_\_

☐ Not Found \_\_\_\_\_  
☐ Other \_\_\_\_\_

DATE OF RETURN:

By:

Sheriff/or other authorized person to serve process

## RETURN ON SERVICE OF SUMMONS BY MAIL

I hereby certify and return that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I sent, postage prepaid, by registered return receipt mail or certified return receipt mail, a certified copy of the summons and a copy of the complaint in case \_\_\_\_\_ to the defendant \_\_\_\_\_. On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I received the return receipt, which had been signed by \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The return receipt is attached to this original summons to be filed by the Chancery Court Clerk & Master.

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Signature of \_\_\_\_\_ Notary Public or \_\_\_\_\_ Deputy Clerk

Signature of plaintiff, plaintiff's attorney or other person authorized by statute to serve process.

My Commission Expires:

### NOTICE OF PERSONAL PROPERTY EXEMPTION

#### TO THE DEFENDANT(S):

Tennessee law provides a ten thousand dollar (\$10,000.00) debtor's equity interest personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer.

Mail list to: Clerk & Master  
134 South College Street  
Lebanon, TN 37088-0518

Please state file number on list.

ATTACH  
RETURN  
RECEIPT  
HERE  
(IF APPLICABLE)



### CERTIFICATION (IF APPLICABLE)

I, Barbara Webb, Clerk & Master of the Chancery Court in the State of Tennessee, Wilson County, do certify this to be a true and correct copy of the original summons issued in this case.

BARBARA WEBB, Clerk & Master

By: *Barbara Webb*

D.C. & M.

## NOTICE



"If you have a disability and require assistance,  
please call (615) 466-5063."

Thank You

IN THE CHANCERY COURT FOR WILSON COUNTY, TENNESSEE  
AT LEBANON

MOUNT JULIET LEAGUE, INC., )

Plaintiff, )

vs. )

NATIONAL SOFTBALL ASSOCIATION, )  
INC., and LEXINGTON INSURANCE )  
COMPANY, a subsidiary of AMERICAN )  
INTERNATIONAL GROUP ("AIG"), )

Defendants. )

Docket No. 2016 CV 350

**FILED**  
SEP 27 2016 8:43 P.M.  
BARBARA WEBB, CLERK & MASTER  
CHANCERY COURT WILSON CO, TN

COMPLAINT

Comes now the Plaintiff, Mount Juliet League, Inc., pursuant to TCA § 29-14-101 *et seq.* and, for its cause of action, would respectfully show onto the court as follows:

1. The plaintiff, Mount Juliet League, Inc. is a 501(c)(3) non-profit corporation authorized to do business in Tennessee and does so under the name Mount Juliet Little League or Mount Juliet League, Inc. Plaintiff would show onto the Court that it is an organization that provides little league baseball and softball for youth sports and recreation. Its complex and fields are located at 10835 Lebanon Road, Mount Juliet, Tennessee 37122.

2. The Defendant, National Softball Association, Inc. (hereinafter "NSA") is a nonprofit corporation licensed to do business in Tennessee with a principal place of business of Post Office Box 7, Nicholasville, Kentucky 40340.

3. The Defendant, Lexington Insurance Company (hereafter "Lexington") is a subsidiary of American International Group, Inc. (hereafter "AIG"), and said Defendant is an insurance company authorized to do business in the state of Tennessee. Pursuant to Lexington's

policy of insurance, it may be served through its legal department at: 100 Summer Street, Boston, Massachusetts 02110.

4. Lexington wrote a policy of insurance for National Softball Association, Inc., bearing policy number 66324699. Thus, Lexington is the general liability insurance carrier for National Softball Association, Inc. On June 9, 2015, Plaintiff became a certificate holder on said policy.

5. Previous to June 13, 2015, NSA requested to use the fields and baseball complex of the Plaintiff to host a softball tournament using Plaintiff's facilities. Plaintiff agreed that NSA could use its facilities provided that NSA added Plaintiff as a certificate holder to its general liability policy issued by Lexington. NSA and Plaintiff agreed that any incidents arising out of NSA's softball tournament would be covered by NSA's insurance carrier.

6. Plaintiff was added as a certificate holder to NSA's liability insurance policy issued by Lexington on June 9, 2015. The Certificate of Liability Insurance is hereby attached as **Exhibit 1**. The certificate states, "**The certificate holder is named as additional insured with respects to the NSA sanctioned events.**"

7. Plaintiff, through its representative (Luke Winchester) agreed with NSA through its representative (Jim Piercefield) that NSA would use Plaintiff's facilities under the following conditions: Plaintiff and NSA would equally divide the sign-up fees and gate fees for the tournament. Plaintiff would provide concessions. As a condition and as part of the consideration for the use of Plaintiff's facilities, NSA would add Plaintiff as an additional insured on their General Liability Policy. For the conditions of the use of Plaintiff's facilities as set forth in this paragraph, the Affidavit of Luke Winchester is hereby attached as **Exhibit 2**.

8. Lexington's policy of insurance states that the following shall be considered as additional insureds: co-promoters, sponsors, landlords, partnerships, and/or joint venturers. Plaintiff avers that it was one or all of the above such that it is an additional insured under Lexington's policy and/or a third-party beneficiary of the policy of insurance issued by Lexington.

9. On or about June 13, 2015, Ms. Kelly Moses was attending her daughter's softball game which was being played pursuant to the tournament organized by NSA at Plaintiff's ballpark. While attending the game, Ms. Moses alleges that she sustained injury, allegedly due to a defective condition on Plaintiff's property.

10. Appropriate notice was provided to Lexington of the incident.

11. Kelly Moses and Michael Moses have filed a lawsuit against Plaintiff and NSA pending in the Circuit Court for Wilson County bearing Docket Number 16-cv-300. The lawsuit is a premises liability case for damages for alleged injuries sustained by Kelly Moses on or about June 13, 2015 while attending her daughter's softball tournament organized by NSA at the facilities of the Plaintiff. The Complaint and Amended Complaint (the "lawsuit") is hereby attached as collective **Exhibit 3**.

12. Plaintiff, as a certificate holder of Lexington's insurance policy, and as an additional insured under said policy, has requested a tender of Lexington for a defense of Plaintiff in the lawsuit filed by Kelly and Michael Moses referenced above. Plaintiffs seek all coverages afforded by the Policy of Insurance issued by Lexington, not only for a defense but also for coverage of this loss as an additional insured under the policy. Lexington has refused coverage to Plaintiff and has refused to tender a defense on Plaintiff's behalf. The letter from Lexington denying coverage and a defense is hereby attached as **Exhibit 4**.



13. Plaintiff avers that Lexington issued to it under its name, a certificate of liability insurance for the policy of insurance issued to NSA bearing policy number 66324699, which was in full force and effect on June 13, 2015, at the time of the loss involving Ms. Kelly Moses. A copy of said Policy along with its endorsements is attached hereto and made as **Exhibit 5** to this Complaint.

14. Plaintiff avers that as shown in the declarations of said policy issued to NSA under Policy No. 66324699, under said policy, Lexington extended certain coverages to the Plaintiff with said coverages including but not limited to, **Commercial General Liability Coverage Form**.

15. Plaintiff avers that said Commercial General Liability Coverage Form, under Policy No. 66324699 issued to NSA and for which Plaintiff was an additional insured as certificate holder under said policy, included in its declarations a **Schedule of Forms and Endorsements** as follows:

<u>Form Number</u>		<u>Title</u>
GLOBAL LOSS PREVENTION		Global Loss Prevention
Cover		Covernote
Cover Broker Letter		Covernote
Cover Policy		Covernote
Claim Reporting Notice		Claim Reporting Notice
91222	0413	Policyholder Notice
PRG3055	0603	Commercial General Liability Policy Declarations
78713	0712	Addendum To The Declarations
LX9125	0797	Schedule of Rates/Advance Premium
Forms Schedule		Schedule of Forms and Endorsements
LX0082	0386	Minimum Earned Premium
LX9482	0402	Amendatory Endorsement
LEXADDLOC	1002	Additional Locations
PRG3067	0803	Attendance Limitation Exclusion Endorsement
PRG3069	1208	Release and Waiver Requirement
62898	0901	Radioactive Matter Exclusion
72984	0499	Additional Insureds
CG2026	0413	Additional Insured - Designated Person or Organization
102249	0910	Aggregate Limit Endorsement
106340	0910	Exclusion - Selected Activities
106365	1010	Assault and Battery Exclusion
106366	1010	Sexual Abuse Liability Coverage
78689	0703	Fungus Exclusion
96556	0108	Terrorism Notice
96725	1207	Fireworks, Explosives, Pyrotechnic Devices, or Incendiary Device Exclusion
97017	0208	Legal Liability To Sports Participants Endorsement
97021	0208	Exclusion of Liability Insurance Afforded Under Another Policy
CG2147	1207	Employment -Related Practices Exclusion
CG2149	0999	Total Pollution Exclusion Endorsement
87295	0108	Exclusion - Violation of Statutes In Connection With Sending, Transmitting or Communicating Any Material or Information
IL0003	0702	Calculation of Premium
IL0017	1198	Common Policy Conditions
IL0021	0908	Nuclear Energy Liability Exclusion Endorsement
PRG7003	1109	Estimated Taxes, Assessments and Surcharges
PRG2023	0705	Service of Suit Condition
89644	0613	Economic Sanctions Endorsement

16. Plaintiff avers that the limit of coverage concerning that coverage entitled **Commercial General Liability Coverage Form**, as shown in the policy declarations, is in the amount of three million dollars (\$3,000,000.00).

17. The Plaintiff avers that the policy in pertinent part provides as follows:

**A. Additional Insureds**

This endorsement modifies insurance under the following:

**Commercial General Liability Part**

In consideration of an additional premium of \$N/A, it is hereby agreed the following are added as additional insureds.

- (a) Co-promoters
- (b) Sponsors
- (c) Landlords

**Additional Insured – Designated Person or Organization**

- A. Section II – Who is An Insured** is amended to include an additional insured(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”. . . or the acts or omissions of those acting on your behalf:
- 1. In the performance of your ongoing operation; or
  - 2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by contract or agreement, the insurance afforded to such additional insured will not be broader in that which you are required by contract or agreement to provide for such additional insured...

**B. Section III - Limits of Insurance:**

- 1. If coverage provided to the additional insured is required by contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
  - a. Required by the contract or agreement; or

- b. Available under the applicable limits of insurance shown in the declarations...

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM (page 1 of 16)**

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy . . . the word “insured” means any person or organization qualifying as such under Section II - Who is An Insured...

**b. Contractual Liability (page 2 of 16)**

“Bodily injury” or “Property damage” for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement;  
or
- (2) Assumed in a contract or agreement that is an “insured contract”, provided the “Bodily injury” or “Property damage” occurs subsequent to the execution of the contract or agreement...

**Supplementary Payments – Coverages A and B (Page 8-9 of 16)...**

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against “suit” and an indemnitee of the insured is also named as a party to the “suit”, we will defend that indemnitee if all of the following conditions are met:
  - a. The “suit” against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an “insured contract”,
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of defense of, that indemnitee,

has also been assumed by the insured in the same “insured contract”;

- d. The allegations in the “suit” and information we know about the “occurrence” are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such “suit” and agree that we can assign the same counsel to defend the insured and the indemnitee...

**A. Section II – Who is An Insured**

- 1. If you are designated in the Declarations as:

- b. A partnership or joint venture, you are an insured...
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured.

**7. Separation of Insureds:(Page 13 of 16)**

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Coverage Part that the first Named Insured, this insurance applies:

- a. As if each named insured were the only named insured;
- b. Separately to each insured against whom claim is made or “suit” is brought...

**9. “Insured Contract” means: (Page 14 of 16)**

- a. A contract for lease of premises;
- b. A side track agreement;
- c. Any easement or license agreement ....
- f. The part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for “bodily injury” or “property damage” or a third person or organization. Tort liability means a liability that would be

imposed by law in absence of any contract or agreement.

18. Plaintiff avers that under the provisions and terms of the policy issued to NSA by Lexington under Policy No. 66324699, and including the provisions set forth in Paragraph 17 of this Complaint, the Plaintiff is entitled to recover from Lexington under said policy a tender of defense and any and all money damages, if any, recovered by Kelly and Michael Moses as a result of the lawsuit filed in the Circuit Court for Wilson County bearing Docket No. 16-CV-300.

19. Plaintiff avers that Lexington and NSA were properly notified of the incident involving Kelly Moses such that the notice provisions of the policy were complied with.

20. Plaintiff avers that it qualifies as an additional insured under the policy pursuant to the terms and provisions of said policy such that it should be afforded a defense and coverage for the claim against it filed by Kelly and Michael Moses referenced herein.

21. Plaintiff avers that though it has requested a defense and coverage for the suit filed against it, Lexington has denied it a defense and coverage, said denial amounting to a breach of contract as Plaintiff is an additional insured under said policy and/or, is a third party beneficiary to the policy of insured written by Lexington to NSA.

**WHEREFORE**, Plaintiff prays as follows:

1. That the Court hereby order Lexington to defend Plaintiff as an additional insured under the policy of insurance issued to NSA bearing Policy No. 66324699;
2. That the Court declare Plaintiff to be an additional insured under said policy such that coverage under said policy is afforded to Plaintiff as an additional insured and/or as a third party beneficiary of said policy;

3. That Plaintiff be awarded its attorney's fees for defending the action to date as Lexington failed to provide a defense to Plaintiff though said defense was requested prior to Kelly and Michael Moses filing a lawsuit against Plaintiff;

4. That Plaintiff be awarded its attorney's fees for the necessity of having to bring this action to enforce the terms of the policy;

5. That pursuant to T.C.A. §56-7-105(a), the Plaintiff be awarded a further sum against Defendant not exceeding 25% on the liability for the losses/expenses sustained or incurred by Plaintiff herein on account of Plaintiff's additional expenses and losses, including attorney's fees, all incurred as a result of the Defendant's bad faith refusal under said statute;

6. That Plaintiff be granted such other, further and general relief to which the Plaintiff may be entitled.

Respectfully Submitted,

**ORTALE KELLEY LAW FIRM**



---

D. Andrew Saulters (20275)  
Attorney for Def., Mt. Juliet League, Inc.  
Post Office Box 198985  
Nashville, TN 37219-8985  
615-256-9999



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/9/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## PRODUCER

Westpoint Insurance Group, Ltd.  
5920 W. 111th St

Chicago Ridge IL 60415

## INSURED

National Softball Association  
P.O. Box 7  
Nicholasville KY 40340

## CONTACT

## NAME:

PHONE (A/C, No, Ext): (800) 318-7709

FAX (A/C, No): (708) 636-3915

## E-MAIL

## ADDRESS:

## INSURER(S) AFFORDING COVERAGE

## NAIC #

INSURER A: Lexington Insurance Co.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER: CL156973257

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		66324699-01	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 PARTICIPANT LEGAL LIAB \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Effective: 01/01/2015 - 01/01/16

The certificate holder is named as additional insured with respects to the NSA sanctioned events.

EXHIBIT

1

## CERTIFICATE HOLDER

Mt. Juliet Little League  
10835 Lebanon Road  
Mt. Juliet, TN 37122

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## AUTHORIZED REPRESENTATIVE

Terri Tomasik/HAM



IN THE CASE OF: KELLY MOSES )  
 )  
v. )  
 )  
MT. JULIET LEAGUE, INC. AND )  
NATIONAL SOFTBALL )  
ASSOCIATION. )

**AFFIDAVIT OF LUKE WINCHESTER**

Comes now the Affiant, Luke Winchester, having been duly sworn, deposes, and states as follows: My name is Luke Winchester. I am competent to testify and do so based upon my own personal knowledge as to the matters contained in this, my Affidavit.

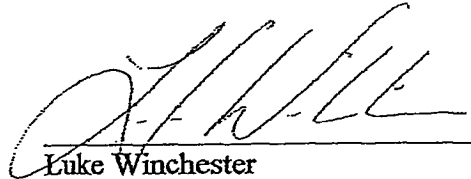
I serve as the Director of Baseball for Mt. Juliet League, Inc. We are a non-profit organization which provides youth sports recreation. In the summer of 2015, we were approached by Jim Piercefield of the National Softball Association ("NSA") for the use of our fields for a softball tournament occurring the weekend of June 13, 2015. Mr. Piercefield (as the Representative of NSA) and Mt. Juliet League, Inc. agreed that NSA would use our fields under the following conditions: Mt. Juliet League, Inc. and NSA would equally divide the sign up fees and gate fees for the tournament. Mt. Juliet League, Inc. would provide concessions. It was agreed between Mr. Piercefield and Mt. Juliet League, Inc. that one of the conditions and part of the consideration for the use of Mt. Juliet League, Inc.'s facilities by NSA would be that NSA would add Mt. Juliet League, Inc. as an additional insured on their general liability policy. It was required that NSA provide Mt. Juliet League, Inc. with proof of insurance by supplying NSA's Certificate of Insurance which is attached to this Affidavit as Exhibit A. NSA's agreement to provide insurance coverage to Mt. Juliet League, Inc. for any and all accidents,

**EXHIBIT**

2

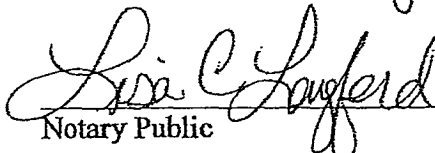
injuries or incidents associated with the NSA tournament was a pre-condition to NSA's use of  
Mt. Juliet League, Inc.'s facilities.

**FURTHER AFFIANT SAYETH NOT.**

  
\_\_\_\_\_  
Luke Winchester

Sworn to and subscribed before me

this 26<sup>th</sup> day of February, 2016.

  
\_\_\_\_\_  
Notary Public  
My commission expires: 5/21/2018





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/9/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Westpoint Insurance Group, Ltd. 5920 W. 111th St  Chicago Ridge IL 60415	CONTACT NAME: PHONE (A/C No. Ext): (800) 318-7709 FAX (A/C No.): (708) 636-3915 E-MAIL: ADDRESS:  INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED  National Softball Association P.O. Box 7 Nicholasville KY 40340	NAIC #

## COVERAGES

CERTIFICATE NUMBER: CL156973257

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		66324699-01	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 PARTICIPANT LEGAL LIAB \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Effective: 01/01/2015 - 01/01/16

The certificate holder is named as additional insured with respects to the NSA sanctioned events.

## CERTIFICATE HOLDER

Mt. Juliet Little League  
10835 Lebanon Road  
Mt. Juliet, TN 37122

EXHIBIT  
A

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Terri Tomasik/HAM

IN THE CIRCUIT COURT FOR WILSON COUNTY, TENNESSEE  
FOR THE 15TH JUDICIAL DISTRICT AT LEBANON

KELLY MOSES and MICHEAL MOSES, )  
Plaintiffs, )  
vs. )  
MOUNT JULIET LEAGUE, INC., )  
THE CITY OF MOUNT JULIET, )  
TENNESSEE, and the NATIONAL )  
SOFTBALL ASSOCIATION, and JOHN )  
DOE, and/or in the alternative, JOHN DOE )  
MAINTENANCE COMPANY, )  
Defendants. )

Docket No.: 16CV300  
Jury Demand as to  
Defendants Mount Juliet  
League, Inc.,;  
National Softball Assn.,;  
John Doe, and/or  
in the alternative,  
John Doe Maintenance  
Company.

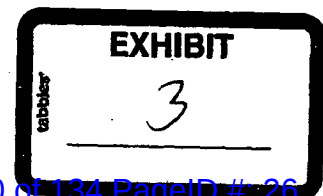
AMENDED COMPLAINT

FILED  
A.M. SEP 27 2016 8:45 P.M.  
BARBARA WEBB, CLERK & MASTER  
CHANCERY COURT WILSON CO, TN

COME NOW the Plaintiffs, KELLY MOSES and MICHAEL MOSES, (hereinafter "Plaintiffs"), by and through their counsel of record, and file this Amended Complaint for Damages and would show the Court as follows:

PARTIES

1. The Plaintiffs Kelly Moses and Michael Moses, hereinafter "Plaintiffs" are married adult citizens and residents of Greenbrier, Robertson County, Tennessee.
2. The Defendant Mount Juliet League, Inc., (herein referred to as "Defendant Mount Juliet League") is a nonprofit corporation licensed to do business in Tennessee with a principal place of business at 10835 Lebanon Road, Mount Juliet, Tennessee, hereinafter referred to as the "subject location."



3. The Defendant City of Mount Juliet, Tennessee, (herein referred to as "Defendant Mount Juliet") is a municipality located in Wilson County, Tennessee, which constructs, repairs, and/or maintains public facilities for its citizens and visitors to include the subject location.

4. The Defendant National Softball Association is a nonprofit corporation licensed to do business in Tennessee with a principal place of business at 1133 Adam Drive, Cottontown, Sumner, Tennessee, and was responsible for management, usage, maintenance, and upkeep, either individually and/or collectively, on or about June 13, 2015.

5. The Defendant John Doe, and/or in the alternative, John Doe Maintenance Company (hereinafter referred to as "John Doe"), is an unknown individual, and/or in the alternative, unknown maintenance company responsible for management, usage, maintenance, and upkeep, either individually and/or collectively, at the subject location on or about June 13, 2015.

### **JURISDICTION AND VENUE**

6. All events which form the basis of this Complaint for Damages occurred in Mount Juliet, Wilson County, Tennessee.

7. Venue is properly situated in Wilson County, Tennessee pursuant to TENN.CODE ANN. §§ 20-4-101 and 29-20-308.

8. This Court has jurisdiction over the parties, and it has jurisdiction over the subject matter involved in this case pursuant to TENN.CODE ANN. § 16-10-101.

9. This claim arises from injuries caused by a defective, unsafe, and/or dangerous condition of the subject location known as Mount Juliet Little League park owned or controlled by the Defendants, individually and/or collectively. The Defendants' negligent construction and/or maintenance of public thoroughfares at the subject location were in such a state of

disrepair it posed a dangerous and hazardous condition. Accordingly, the immunity otherwise offered under the Tennessee Governmental Tort Liability Act does not apply, per TENN. CODE ANN. §§ 29-20-202 through 29-20-205.

10. Pursuant to TENN.CODE ANN. §28-1-106, the statute of limitations in this instance is tolled during the time Plaintiff Kelly Moses remains under a disability.

### FACTS

11. At all times pertinent to this Complaint, the Defendants Mount Juliet Little League, Inc., and City of Mount Juliet, either individually and/or collectively, owned and operated a non-profit sporting facility known as the Mount Juliet Little League park, located at 10835 Lebanon Road, Mount Juliet, Tennessee.

12. At all times pertinent to this Complaint, the Defendant National Softball Association was utilizing and maintaining the subject location on or about June 13, 2015.

13. At all times pertinent to this Complaint, the Defendant John Doe was responsible for the management, usage, maintenance, and upkeep, either individually and/or collectively, at the subject location on or about June 13, 2015.

14. At all times pertinent to this Complaint, the defendants, individually and/or collectively, oversaw the construction, repair, and maintenance of the pedestrian walkways and/or thoroughfares at the subject location.

15. On or about June 13, 2015, Plaintiff Kelly Moses was a visitor to the subject location during an event operated by the National Softball Association. The Plaintiff Kelly Moses was walking on the designated park thoroughfare when suddenly, and without warning, she stepped onto a visually-obstructed water meter haphazardly buried in the ground causing her to trip and fall.

16. As a result of the hazardous condition at the subject location, the Plaintiff Kelly Moses suffered immediate and serious injury.

17. There were no cones, mats, covers, and/or other warning devices present in the area of the incident to warn of the hazardous nature of the pedestrian thoroughfare at the subject location.

18. The Defendants, individually and/or collectively, owed a general duty of due care to their patrons and/or invitees to maintain their property, including the public thoroughfares surrounding the premises, in a reasonably safe condition and to remove any dangerous condition of which they were aware or should have been aware through the exercise of reasonable diligence.

19. Upon information and belief, the Defendants, individually and collectively, through the actions of their employees and/or agents were negligent in failing to take steps to prevent patrons and/or business invitees from tripping and/or falling on a dangerous condition specifically the exposed water meter at the subject location.

20. As a proximate result of the negligence of the Defendants, individually and collectively, the Plaintiff Kelly Moses has endured pain and suffering, trauma and sustained physical injuries.

#### **DAMAGES**

21. The Plaintiffs incorporate the allegations contained in paragraphs 1-18 as though set forth verbatim.

22. The Plaintiff Michael Kelly asserts a loss of consortium and seeks recovery for the loss of those intangible services he has suffered as a result of the negligence of the defendants, individually and/or collectively.



23. As a direct and proximate result of the negligence of the Defendants, individually and/or collectively, Plaintiff Kelly Moses was caused to suffer the following injuries and damages:

- (a.) medical expenses, both past and future;
- (b.) physical pain and suffering, both past and future;
- (c.) mental anguish;
- (d.) inconvenience; and
- (e.) impairment of the ability to enjoy the normal pleasures of life.

#### RELIEF SOUGHT

WHEREFORE, premises considered, Plaintiffs' respectfully prays:

1. that a jury be empaneled to hear Plaintiffs' cause of action;
2. that Plaintiffs be awarded compensatory damages of an amount to be determined by the Court that will fairly and justly compensate Plaintiffs' proven damages; and
3. that the Court award such further relief as it may deem just and equitable.

Respectfully submitted,



Jason Gichner BPR #022100  
MORGAN & MORGAN - NASHVILLE, PLLC  
810 Broadway, Suite 105  
Nashville, Tennessee 37203  
PHONE: (615) 514-4201  
EMAIL: mjameson@forthepeople.com  
Attorney for Plaintiffs



WILSON County	STATE OF TENNESSEE CIVIL SUMMONS page 1 of 1	Case Number 16-cv-300
KELLY MOSES and MICHAEL MOSES VS. MOUNT JULIET LEAGUE, INC., ET AL. PLAINTIFFS, DEFENDANTS,		

Served On: Mount Juliet League, Inc., 10835 Lebanon, TN 37122 by ~~\_\_\_\_\_~~

You are hereby summoned to defend a civil action filed against you in Wilson County Circuit Court, Tennessee. Your defense must be made within thirty (30) days from the date this summons is served upon you. You are directed to file your defense with the clerk of the court and send a copy to the plaintiff's attorney at the address listed below. If you fail to defend this action by the below date, judgment by default may be rendered against you for the relief sought in the complaint.

Issued: 6/10/16  
 Clerk/Deputy Clerk: *Ashley Anderson*  
 Attorney for Plaintiff: Jason Gichner, BPR #022100, Morgan & Morgan-Nashville, PLLC., 810 Broadway, Suite 105, Nashville, TN 37203.

**NOTICE OF PERSONAL PROPERTY EXEMPTION**

TO THE DEFENDANT(S): Tennessee law provides a ten thousand dollar (\$10,000) personal property exemption as well as a homestead exemption from execution or seizure to satisfy a judgment. The amount of the homestead exemption depends upon your age and the other factors which are listed in TCA § 26-2-301. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer. Please state file number on list.

Mail list to Clerk of Wilson County

**CERTIFICATION (IF APPLICABLE)**

I, Clerk of Williamson County, do certify this to be a true and correct copy of the original summons issued in this case.

Date: \_\_\_\_\_  
 Clerk/Deputy Clerk: \_\_\_\_\_

**OFFICER'S RETURN:** Please execute this summons and make your return within ninety (90) days of issuance as provided by law.

I certify that I have served this summons together with the complaint as follows:

Date: \_\_\_\_\_ By: \_\_\_\_\_  
 Officer, Title: \_\_\_\_\_

**RETURN ON SERVICE OF SUMMONS BY MAIL:** I hereby certify and return that on, I sent postage prepaid, by registered return receipt mail or certified return receipt mail, a certified copy of the summons and a copy of the complaint in the above styled case, to the defendant. On/ received the return receipt, which had been signed by on. The return receipt is attached to this original summons to be filed by the Court Clerk.

Date: \_\_\_\_\_  
 Notary Public / Deputy Clerk (Comm. Expires) \_\_\_\_\_

Signature of Plaintiff: \_\_\_\_\_  
 Plaintiff's Attorney (or Person Authorized to Serve Process)  
 (Attach return receipt on back)

ADA: If you need assistance or accommodations because of a disability, please call: \_\_\_\_\_ ADA Coordinator, at ( ) \_\_\_\_\_

IN THE CIRCUIT COURT FOR WILSON COUNTY, TENNESSEE  
FOR THE 15TH JUDICIAL DISTRICT AT LEBANON

KELLY MOSES and MICHEAL MOSES, )

Plaintiffs, )

vs. )

MOUNT JULIET LEAGUE, INC., )  
THE CITY OF MOUNT JULIET, )  
TENNESSEE, and the NATIONAL )  
SOFTBALL ASSOCIATION, )

Defendants. )

Docket No.:

16-CV-300  
Jury Demand

2016 JUN 10 PM 3:35

COMPLAINT FOR DAMAGES

COME NOW the Plaintiffs, KELLY MOSES and MICHAEL MOSES, (hereinafter "Plaintiffs"), by and through their counsel of record, and file this Complaint for Damages and would show the Court as follows:

PARTIES

1. The Plaintiffs Kelly Moses and Michael Moses, hereinafter "Plaintiffs" are married adult citizens and residents of Greenbrier, Robertson County, Tennessee.

2. The Defendant Mount Juliet League, Inc., (herein referred to as "Defendant Mount Juliet League") is a nonprofit corporation licensed to do business in Tennessee with a principal place of business at 10835 Lebanon Road, Mount Juliet, Tennessee, hereinafter referred to as the "subject location."

3. The Defendant City of Mount Juliet, Tennessee, (herein referred to as "Defendant Mount Juliet") is a municipality located in Wilson County, Tennessee, which constructs, repairs, and/or maintains public facilities for its citizens and visitors to include the subject location.

4. The Defendant National Softball Association is a nonprofit corporation licensed to do business in Tennessee with a principal place of business at 1133 Adam Drive, Cottontown, Sumner, Tennessee, and was responsible for management, usage, maintenance, and upkeep, either individually and/or collectively, on or about June 13, 2015.

### **JURISDICTION AND VENUE**

5. All events which form the basis of this Complaint for Damages occurred in Mount Juliet, Wilson County, Tennessee.

6. Venue is properly situated in Wilson County, Tennessee pursuant to TENN.CODE ANN. §§ 20-4-101 and 29-20-308.

7. This Court has jurisdiction over the parties, and it has jurisdiction over the subject matter involved in this case pursuant to TENN.CODE ANN. § 16-10-101.

8. This claim arises from injuries caused by a defective, unsafe, and/or dangerous condition of the subject location known as Mount Juliet Little League park owned or controlled by the Defendants, individually and/or collectively. The Defendants' negligent construction and/or maintenance of public thoroughfares at the subject location were in such a state of disrepair it posed a dangerous and hazardous condition. Accordingly, the immunity otherwise offered under the Tennessee Governmental Tort Liability Act does not apply, per TENN. CODE ANN. §§ 29-20-202 through 29-20-205.

9. Pursuant to TENN.CODE ANN. § 28-1-106, the statute of limitations in this instance is tolled during the time Plaintiff Kelly Moses remains under a disability.

## FACTS

10. At all times pertinent to this Complaint, the Defendants Mount Juliet Little League, Inc., and City of Mount Juliet, either individually and/or collectively, owned and operated a non-profit sporting facility known as the Mount Juliet Little League park, located at 10835 Lebanon Road, Mount Juliet, Tennessee.

11. At all times pertinent to this Complaint, the Defendant National Softball Association was utilizing and maintaining the subject location on the date of injury.

12. At all times pertinent to this Complaint, the defendants, individually and/or collectively, oversaw the construction, repair, and maintenance of the pedestrian walkways and/or thoroughfares at the subject location.

13. On or about June 13, 2015, Plaintiff Kelly Moses was a visitor to the subject location during an event operated by the National Softball Association. The Plaintiff Kelly Moses was walking on the designated park thoroughfare when suddenly, and without warning, she stepped onto a visually-obstructed water meter haphazardly buried in the ground causing her to trip and fall.

14. As a result of the hazardous condition at the subject location, the Plaintiff Kelly Moses suffered immediate and serious injury.

15. There were no cones, mats, covers, and/or other warning devices present in the area of the incident to warn of the hazardous nature of the pedestrian thoroughfare at the subject location.

16. The Defendants, individually and/or collectively, owed a general duty of due care to their patrons and/or invitees to maintain their property, including the public thoroughfares surrounding the premises, in a reasonably safe condition and to remove any dangerous condition

of which they were aware or should have been aware through the exercise of reasonable diligence.

17. Upon information and belief, the Defendants, individually and collectively, through the actions of their employees and/or agents were negligent in failing to take steps to prevent patrons and/or business invitees from tripping and/or falling on a dangerous condition specifically the exposed water meter at the subject location.

18. As a proximate result of the negligence of the Defendants, individually and collectively, the Plaintiff Kelly Moses has endured pain and suffering, trauma and sustained physical injuries.

#### **DAMAGES**

19. The Plaintiffs incorporate the allegations contained in paragraphs 1-18 as though set forth verbatim.

20. The Plaintiff Michael Kelly asserts a loss of consortium and seeks recovery for the loss of those intangible services he has suffered as a result of the negligence of the defendants, individually and/or collectively.

21. As a direct and proximate result of the negligence of the Defendants, individually and/or collectively, Plaintiff Kelly Moses was caused to suffer the following injuries and damages:

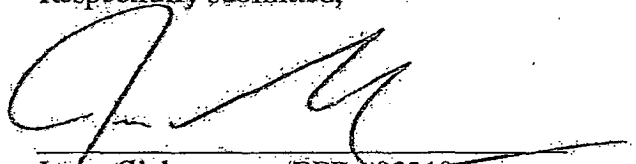
- (a.) medical expenses, both past and future;
- (b.) physical pain and suffering, both past and future;
- (c.) mental anguish;
- (d.) inconvenience; and
- (e.) impairment of the ability to enjoy the normal pleasures of life.

## RELIEF SOUGHT

WHEREFORE, premises considered, Plaintiffs' respectfully prays:

1. that a jury be empaneled to hear Plaintiffs' cause of action;
2. that Plaintiffs be awarded compensatory damages of an amount to be determined by the Court that will fairly and justly compensate Plaintiffs' proven damages; and
3. that the Court award such further relief as it may deem just and equitable.

Respectfully submitted,



Jason Gichner BPR #022100  
MORGAN & MORGAN – NASHVILLE, PLLC  
810 Broadway, Suite 105  
Nashville, Tennessee 37203  
PHONE: (615) 514-4201  
EMAIL: [mjameson@forthepeople.com](mailto:mjameson@forthepeople.com)  
*Attorney for Plaintiffs*

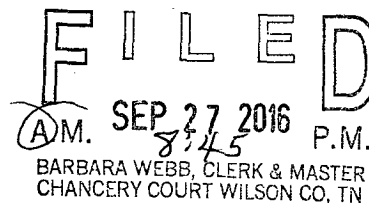


Susan Westerlaken  
Casualty Claims Representative  
P.O. Box 25588  
Shawnee Mission, KS 66225  
913-752-7277 Telephone  
866-566-8821 Facsimile  
[susan.Westerlaken@aig.com](mailto:susan.Westerlaken@aig.com)

October 28, 2015

Mt. Juliet Little League  
ATTN: Luke Winchester  
10835 Lebanon Road  
Mt. Juliet, TN 37122

Email [lukewinchester@gmail.com](mailto:lukewinchester@gmail.com)



Markel Insurance  
ATTN Leslie Gray  
Claim # C8502AHO2Q6271

Email: [Lgray@markelcorp.com](mailto:Lgray@markelcorp.com)

RE: Claimant(s):  
Insured:  
Policy no.:  
Our File #:

Kelly Moses  
National Softball Association  
066324699  
5024657555US

Dear Ms. Gray:

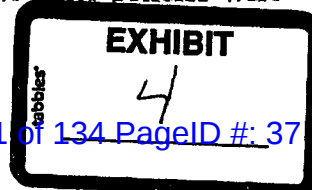
AIG Claims, Inc. is the claims administrator for Lexington Insurance Company, which issued policy no. 66324699 to National Softball Association. Mt. Juliet Little League seeks additional insured status under that Policy concerning the claim filed by Kelly Moses.

As discussed in greater detail below, National Softball Association policy does not provide coverage for Mt. Juliet Little League for the claims asserted. After you have reviewed the letter, if there is additional information you would like me to consider please forward me same. Also, if you have any questions about the letter, please contact me.

In considering Mt. Juliet Little League's request for coverage, we carefully reviewed the insurance policy referenced above, as well as the allegations asserted. No other policies were

AIG Claims Inc.  
P.O. Box 25929  
Shawnee Mission, KS 66225

[www.AIG.com](http://www.AIG.com)





considered. If Mt. Juliet Little League asserts a right to coverage under another policy issued by any other member company of AIG Property Casualty, Inc., please submit notice pursuant to the notice provisions contained in that policy.

Based on the information we have received to date, the following sets forth a summary of the allegations in the claim. Mount Juliet Little League was hosting a National Softball Association sanctioned tournament at the Mt. Juliet Fields, Mt. Juliet, TN. There was no rental agreement. There was a verbal agreement between National Softball Association and Mount Juliet Little League, owner of the fields, that Mt. Juliet Little League would operate the concessions and split the profits with National Soft Ball Association. This particular tournament known as the Tornado Tournament ran from 6/13/2015-6/14/2015. On Saturday, June 13, 2015, Ms. Kelly Moses was attending a ballgame and was walking between Fields 5 and 6 when she stepped on a water meter cover. The water meter cover broke and Ms. Moses fell and sustained a fractured ankle.

Lexington Insurance Company issued a Comprehensive General Liability insurance policy to National Softball Association under policy number 66324699, with effective dates of January 1, 2014 to January 1, 2015. Attached to this letter as Exhibit 1 are the relevant policy provisions for convenient review. Kindly refer to the Policy for its complete terms and conditions.

Mt. Juliet Little League seeks defense and indemnification as well as additional insured status under that Policy. National Soft Ball Association has no contractual obligation under the policy as there is no contract requiring defense and indemnification between National Soft Ball Association and Mt. Juliet Little League. The Additional Insured Endorsement No.: 72984 only applies to Co-Promoters, Sponsors, Landlords or Entertainers and requires negligence of the named insured. The Additional Insured –Designated Person or Organization Endorsement is not listed in the schedule or declaration. This endorsement also requires negligence of the named insured. National Softball Association is not responsible for repairs and or maintenance of the property in question and did not have any knowledge of the damaged box cover. Our investigation reveals that there is no negligence on National Soft Ball Association for this accident.

Based upon the facts presented, and the policy terms and provisions, we must regrettably disclaim additional insured coverage for Mt. Juliet Little League. Further since National Soft Ball Association has no liability in this matter, National Soft Ball Association has no legal obligation to defend and indemnify Mt. Juliet Little League and therefore Lexington Insurance has no obligation to do so under the policy issued to National Soft Ball Association.

This letter is not intended to be exhaustive or exclusive, but under the circumstances and facts as outlined above, and in light of the various definitions, exclusions and conditions contained within the Policy, we must respectfully advise you that Lexington Insurance Company will not provide Mt. Juliet Little League a defense with regard to this matter, nor indemnify Mt. Juliet Little League for any settlement, verdict or judgment awarded as a result.



Lexington Insurance Company's coverage position is based on the information presently available to us. This letter is not, and should not be construed as, a waiver of any terms, conditions, exclusions or other provisions of the Policy, or any other policies of insurance issued by Lexington Insurance Company or any of its affiliates. Lexington Insurance Company expressly reserves all of its rights under the Policy, including the right to assert additional defenses to any claims for coverage, if subsequent information indicates that such action is warranted.

Should you have any additional information that you feel would either cause us to review our position or would assist us in our investigation or determination, we ask that you advise us as soon as possible. Also, if Mt. Juliet Little League is served with any additional demands or pleadings, please forward them to us immediately, so that we can review our coverage position.

If Mt. Juliet Little League have/has any other insurance policies, which may respond to this claim asserted, you should notify that carrier immediately.

In closing, allow me to reiterate that we encourage you to contact us should you have any questions or concerns regarding the contents of this letter. Thank you for your cooperation in this matter.

Very truly yours,

Susan Westerlaken  
Lexington Insurance, Member of AIG  
Casualty Claims Representative

Lexington Insurance | AIG Property Casualty

P. O. Box 25588, Shawnee Mission, KS 66225

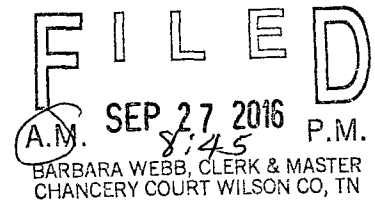
Tel +1 913 752 4277 | Fax +1 855-566-8821  
cell +1 617 512 5116

cc: National Softball Association  
P. O Box 7  
Nicholasville, KY 40340

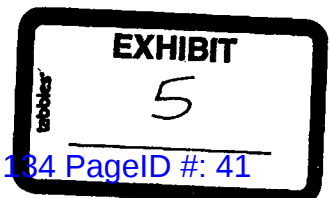
Westpoint Insurance  
Attention Angela Salcido    [angela@westpointinsurance.com](mailto:angela@westpointinsurance.com)  
5920 W 111<sup>th</sup> Street  
Chicago, IL 60415

# POLICYHOLDER NOTICE

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at [www.aig.com/producercompensation](http://www.aig.com/producercompensation) or by calling 1-800-706-3102.



91222 (4/13)



LEXINGTON INSURANCE COMPANY  
Wilmington, Delaware  
Administrative Offices: 100 Summer Street  
Boston, MA 02110-2103  
**COMMERCIAL GENERAL LIABILITY POLICY  
DECLARATIONS**

Policy No.: 66324699

Renewal of No.: New

Named Insured and Address: (No., Street, Town or City, County, State)  
NATIONAL SOFTBALL ASSOCIATION  
D/B/A NATIONAL SOFTBALL ASSOCIATION  
P.O. BOX 7,  
NICHOLASVILLE, KY 40356-2584

Policy Period: (Mo. Day Yr.) From: 01/01/2014 To: 01/01/2015

12:01 A.M., standard time at the address of the Named Insured as stated herein.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Form of Business: ☐ Individual ☐ Partnership ☐ Joint Venture ☐ Limited Liability Company ☒ Organization, Including a Corporation (but not including a partnership, joint venture or Limited Liability Company)

Business of the Named Insured is: Youth and Adult Sports Master policy covering Softball scheduled, sponsored and supervised activities of the member insured (see endt #1 for complete business description of insd)

Location of All Premises you Own, Rent or Occupy: See Location endorsement

**LIMITS OF INSURANCE**

EACH OCCURRENCE LIMIT	\$ 3,000,000	
PERSONAL AND ADVERTISING INJURY LIMIT	\$ 3,000,000	
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 3,000,000	
GENERAL AGGREGATE LIMIT	\$ 4,000,000	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$ 300,000	ANY ONE PREMISES
MEDICAL PAYMENTS LIMIT	\$ 5,000	ANY ONE PERSON
SEXUAL ABUSE LIABILITY EACH OCCURRENCE OR EVENT	\$ 100,000	
SEXUAL ABUSE LIABILITY AGGREGATE	\$ 100,000	

<input type="checkbox"/> DEDUCTIBLE	\$ N/A	PER Occurrence
<input type="checkbox"/> SELF INSURED RETENTION	\$ N/A	AGGREGATE

CLASSIFICATION	PREMIUM BASIS	RATE	ADVANCE PREMIUM
----------------	---------------	------	-----------------

**SEE SCHEDULE OR COMPOSITE RATE ENDORSEMENT**

Total Advance Premium for this Policy:	\$ 10,000
Annual Minimum Premium for this Policy:	\$ 10,000
Minimum Earned Premium at Inception for this Policy	\$ 2,500

Audit Period: N/A

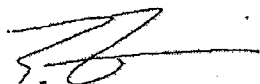
Forms and Endorsement as per attached Schedule: SEE SCHEDULE OF FORMS AND ENDORSEMENTS

Date Issued: 12/27/2013  
At Boston, MA 02110-2103  
PRG 3055 ed. 6/03

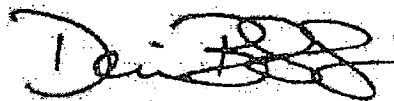
By \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE  
INSURED ECOPY

## ADDENDUM TO THE DECLARATIONS

By signing below, the President and the Secretary of the Insurer agree on behalf of the Insurer to all the terms of this Policy.

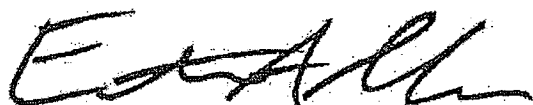


Jeremy Johnson  
PRESIDENT



Denis M. Butkovic  
SECRETARY

This policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations page of the policy.



Ethan D. Allen  
AUTHORIZED REPRESENTATIVE

78713 07-12

# SCHEDULE ENDORSEMENT

THIS ENDORSEMENT EFFECTIVE: 01/01/2014 AT 12:01 AM

FORMS A PART OF POLICY NO.: 66324699

ISSUED TO: NATIONAL SOFTBALL ASSOCIATION

D/B/A: NATIONAL SOFTBALL ASSOCIATION

BY: Lexington Insurance Company

Commercial General Liability  
Schedule of Rates/Advance Premium

Classification Description	Premium Basis*	Rate	Advance/Deposit Premium
40066 - Athletic Programs - amateur - Other than Not for Profit	(x) 7	Included	\$ 10,000.00

\* per \$1,000 sales (s)  
per \$1,000 payroll (p)  
other/specify (x) = participants

## SCHEDULE

POLICY NO.: 66324699

<u>Form Number</u>		<u>Title</u>
GLOBAL LOSS PREVENTION		Global Loss Prevention
Cover		Covernote
Cover Broker Letter		Covernote
Cover Policy		Covernote
Claim Reporting Notice		Claim Reporting Notice
91222	0413	Policyholder Notice
PRG3055	0603	Commercial General Liability Policy Declarations
78713	0712	Addendum To The Declarations
LX9125	0797	Schedule of Rates/Advance Premium
Forms Schedule		Schedule of Forms and Endorsements
LX0082	0386	Minimum Earned Premium
LX9482	0402	Amendatory Endorsement
LEXADDLOC	1002	Additional Locations
PRG3067	0803	Attendance Limitation Exclusion Endorsement
PRG3069	1208	Release and Waiver Requirement
62898	0901	Radioactive Matter Exclusion
72984	0499	Additional Insureds
CG2026	0413	Additional Insured - Designated Person or Organization
102249	0910	Aggregate Limit Endorsement
106340	0910	Exclusion - Selected Activities
106365	1010	Assault and Battery Exclusion
106366	1010	Sexual Abuse Liability Coverage
78689	0703	Fungus Exclusion
96556	0108	Terrorism Notice
96725	1207	Fireworks, Explosives, Pyrothechnic Devices, or Incendiary Device Exclusion
97017	0208	Legal Liability To Sports Participants Endorsement
97021	0208	Exclusion of Liability Insurance Afforded Under Another Policy
CG2147	1207	Employment -Related Practices Exclusion
CG2149	0999	Total Pollution Exclusion Endorsement
87295	0108	Exclusion - Violation of Statutes In Connection With Sending, Transmitting or Communicating Any Material or Information
IL0003	0702	Calculation of Premium
IL0017	1198	Common Policy Conditions
IL0021	0908	Nuclear Energy Liability Exclusion Endorsement
PRG7003	1109	Estimated Taxes, Assessments and Surcharges
PRG2023	0705	Service of Suit Condition
89644	0613	Economic Sanctions Endorsement

ENDORSEMENT

THIS ENDORSEMENT EFFECTIVE: 12:01 A.M. 01/01/2014

FORMS A PART OF POLICY NO.: 66324699

ISSUED TO: NATIONAL SOFTBALL ASSOCIATION

D/B/A: NATIONAL SOFTBALL ASSOCIATION

BY: LEXINGTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

MINIMUM EARNED PREMIUM

It is agreed that in the event of cancellation of this policy by or at the direction of the Insured, we shall retain a Minimum Earned Premium of \$2,500.00

It is further agreed that the provision regarding cancellation by the Insured is amended as follows:

"If the Insured cancels this policy earned premium shall be computed in accordance with the customary short-rate table and procedure, or the Minimum Earned Premium stated herein, whichever is greater".

All other terms, conditions and exclusions of this policy remain unchanged.

---

Authorized Representative or  
Countersignature (in states where Applicable)

LX0082



## ENDORSEMENT

THIS ENDORSEMENT EFFECTIVE: 01/01/2014

AT 12:01 AM

FORMS A PART OF POLICY NO.: 66324699

ISSUED TO: NATIONAL SOFTBALL ASSOCIATION

D/B/A: NATIONAL SOFTBALL ASSOCIATION

BY: LEXINGTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

### COMMERCIAL GENERAL LIABILITY

#### AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided by this policy as follows:

1. The following Exclusion is added to paragraph 2., Exclusions of Coverage A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) and paragraph 2., Exclusions of Coverage B – PERSONAL AND ADVERTISING INJURY LIABILITY (Section I – Coverages):
  - a. To any liability for "bodily injury", "property damage", "personal injury", "advertising injury", occupational disease, disability, shock, mental anguish or mental injury, at any time arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or
  - b. To any obligation of the "insured" to indemnify any party because of damages arising out of "bodily injury", "property damage", "personal injury", "advertising injury", occupational disease, disability, shock, mental anguish or mental injury, at any time as a result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or
  - c. To any obligation to defend any "suit" or claim against the "insured" alleging bodily injury", "property damage", "personal injury", "advertising injury", occupational disease, disability, shock, mental anguish or mental injury, resulting from or contributed to, by the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.
2. Subparagraph b. of paragraph 2, Premium Audit, of Section IV – Commercial General Liability Conditions is deleted and is replaced with the following subparagraph:
  - b. Premium shown in Item 5 of the Declarations of this policy as Advance Premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first named Insured but not if such audit premium is less than the Annual Minimum Premium shown in Item 5 of the Declarations.

3. The following conditions are added to Common Policy Conditions:

G. Service of Suit

In the event of our failure to pay any amount claimed to be due hereunder, we, at your request, will submit to the jurisdiction of a court of a competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that the service of process in such suit may be made upon counsel, Legal Department, Lexington Insurance Company, 100 Summer Street, Boston, MA 02110-2103, or his or her representative, and that in any suit instituted against us on this policy, we will abide by the final decision of such court or of any appellate court in the event of an appeal.

H. Arbitration

Notwithstanding Condition G, Service of Suit above, in the event of a disagreement as to the interpretation of this policy, it is mutually agreed that such dispute shall be submitted to binding arbitration before a panel of three (3) Arbitrators consisting of two (2) party-nominated (non-impartial) Arbitrators and a third (impartial) Arbitrator (hereinafter "umpire") as the sole and exclusive remedy. The party desiring arbitration of a dispute shall notify the other party, said notice including the name, address and occupation of the Arbitrator nominated by the demanding party. The other party shall, within 30 days following receipt of the demand, notify in writing the demanding party of the name, address and occupation of the Arbitrator nominated by it. The two (2) arbitrators so selected shall, within 30 days of the appointment of the second Arbitrator, select an umpire. If the Arbitrators are unable to agree upon an umpire, each Arbitrator shall submit to the other Arbitrator a list of three (3) proposed individuals, from which list each Arbitrator shall choose one (1) individual. The names of the two (2) individuals so chosen shall be subject to a draw, whereby the individual drawn shall serve as umpire.

The parties shall submit their cases to the panel by written and oral evidence at a hearing time and place selected by the umpire. Said hearings shall be held within 30 days of the selection of the umpire. The panel shall be relieved of all judicial formality, shall not be obligated to adhere to the strict rules of law or of evidence, shall seek to enforce the intent of the parties hereto and may refer to, but are not limited to, relevant legal principles. The decision of at least two (2) of the three (3) panel members shall be binding and final and not subject to appeal except for grounds of fraud and gross misconduct by the Arbitrators. The award will be issued within 30 days of the close of the hearings. Each party shall bear expenses of its designated Arbitrator and shall jointly and equally share with the other the expense of the umpire and the arbitration. The arbitration proceeding shall take place in the vicinity of the Named Insured's mailing address as shown in the Declarations or such other place as may be mutually agreed by the Named Insured and us. The procedural rules applicable to this arbitration shall, except as provided otherwise herein, be in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

## ENDORSEMENT

This Endorsement, effective: 01/01/2014  
Forms part of Policy No.: 66324699  
Issued to: NATIONAL SOFTBALL ASSOCIATION  
Dba: NATIONAL SOFTBALL ASSOCIATION  
By: Lexington Insurance Company

## ADDITIONAL LOCATIONS

In consideration of the premium charged at inception, it is hereby understood and agreed that ITEM #1, Named Insured is amended to include the following locations:

- 1 NATIONAL SOFTBALL ASSOCIATION 101 NSA WAY NICHOLASVILLE KY 40356-2584

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

---

Authorized Representative or  
Countersignature (in states where Applicable)

LEX-ADDLOC (Ed. 10-02)

**ENDORSEMENT**

**THIS ENDORSEMENT EFFECTIVE: 01/01/2014      AT 12:01 AM**

**FORMS A PART OF POLICY NO.: 66324699**

**ISSUED TO: NATIONAL SOFTBALL ASSOCIATION**

**D/B/A: NATIONAL SOFTBALL ASSOCIATION**

**BY: Lexington Insurance Company**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.**

**ATTENDANCE LIMITATION EXCLUSION ENDORSEMENT**

This endorsement modifies insurance under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Any event, in which the attendance or capacity of the designated venue exceeds 10,000 admissions, is excluded from this policy unless specifically declared and endorsed herein.

All other terms, conditions and exclusions remain the same.

---

Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT EFFECTIVE: 01/01/2014 AT 12:01 AM

FORMS A PART OF POLICY NO.:66324699

ISSUED TO: NATIONAL SOFTBALL ASSOCIATION

D/B/A: NATIONAL SOFTBALL ASSOCIATION

BY: LEXINGTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

RELEASE AND WAIVER REQUIREMENT

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This policy is amended as follows:

1. Coverage shall not apply to "bodily injury" to an "athletic participant" unless you shall deliver to us simultaneously with the notice of an "athletic participant's" claim, a valid Release and Waiver of Liability & Indemnity Agreement ("release"), dated and signed by the "athletic participant" prior to the time of occurrence in which said "athletic participant" was injured.
2. You must secure from each "athletic participant" and provide to us a valid "release" as described above and must implement sufficient procedures to secure such "release."
3. Provided you have implemented such procedures, and you are unable to secure and provide such "release" despite your best efforts, you must assume and pay the first \$500 of each occurrence (including supplemental payments) resulting in an "athletic participant" legal liability claim.
4. Such "releases" shall be considered valuable papers and their destruction shall be subject to applicable insurance laws in respect of the retention of records.
5. Any "releases" containing fraudulent information or misrepresentation of which you were not aware, shall not relieve us of our liability.
6. Coverage shall not apply to "bodily injury" to an "athletic participant" unless "athletic participant" accident insurance shall be carried by or on behalf of the "athletic participant" in the amount of \$25,000 and be in full force and effect at the time of the occurrence giving rise to a claim under this policy.
7. "Athletic participant" means players, coaches, managers, staff members, team workers, game officials and cheerleaders who have been granted proper authorization to enter any sanctioned events.

All other terms, conditions, and exclusions remain the same.

---

Authorized Representative

PRG 3069 (12/08)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT  
CAREFULLY.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 01/01/2014  
forms a part of Policy No. 66324699  
issued to NATIONAL SOFTBALL ASSOCIATION  
d/b/a: NATIONAL SOFTBALL ASSOCIATION  
by Lexington Insurance Company

RADIOACTIVE MATTER EXCLUSION

*This endorsement modifies insurance provided under the following:*

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section I. - Coverages, Coverage A.- Bodily Injury and Property Damage Liability, 2. - Exclusions, is amended to add:

Any liability for "bodily injury" or "property damage" arising out of the actual, alleged or threatened exposure of person(s) or property to any radioactive matter or any form of radiation.

Section I. - Coverages, Coverage B.- Personal and Advertising Liability, 2. -Exclusions, is amended to add:

Arising out of the actual, alleged or threatened exposure of person(s)  
or property to any radioactive matter or any form of radiation.

---

AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

**THIS ENDORSEMENT EFFECTIVE 01/01/2014      AT 12:01 AM**

**FORMS A PART OF POLICY NO.: 66324699**

**ISSUED TO: NATIONAL SOFTBALL ASSOCIATION**

**D/B/A: NATIONAL SOFTBALL ASSOCIATION**

**BY: Lexington Insurance Company**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSUREDS**

This endorsement modifies insurance under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

In consideration of an additional premium of \$ N/A it is hereby agreed the following are added as Additional Insureds.

Co-promoters

Sponsors

Landlords

Entertainers

All other terms and conditions remain unchanged. But only to the extent that liability results from negligence of the Named Insured.

---

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. 01/01/2014 forms a part of

Policy No. 66324699 issued to NATIONAL SOFTBALL ASSOCIATION d/b/a NATIONAL SOFTBALL ASSOCIATION

By Lexington Insurance Company

**AGGREGATE LIMIT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE**

Aggregate Limit		\$4,000,000	
<input type="checkbox"/>	Per Association	<input type="checkbox"/>	Per League
<input type="checkbox"/>	Per Camp	<input type="checkbox"/>	Per Location
<input type="checkbox"/>	Per Certificate Holder	<input type="checkbox"/>	Per Member
<input type="checkbox"/>	Per Club	<input type="checkbox"/>	Per Official
<input type="checkbox"/>	Per Coach	<input type="checkbox"/>	Per Region
<input type="checkbox"/>	Per Event	<input checked="" type="checkbox"/>	Per Team
<input type="checkbox"/>	Per Facility	<input type="checkbox"/>	Per Tournament

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

If a box is marked in the Schedule of the Aggregate Limit Endorsement, then the following applies:

The General Aggregate Limit under **SECTION III - LIMITS OF INSURANCE** applies separately to each such person or entity indicated by the marked box.

All other terms and conditions of the policy remain the same.

\_\_\_\_\_  
Authorized Representative

102249 (09/10)	Includes copyrighted material of Insurance Services Office, Inc with permission.	Page 1 of 1
----------------	--	-------------

## ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. 01/01/2014 forms a part of

Policy No. 66324699  
SOFTBALL ASSOCIATION

issued to NATIONAL SOFTBALL ASSOCIATION d/b/a NATIONAL

By Lexington Insurance Company

### EXCLUSION -SELECTED ACTIVITIES

This endorsement modifies insurance under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusions are added to Paragraph 2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES), COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION I - COVERAGES), and COVERAGE C MEDICAL PAYMENTS (SECTION I - COVERAGES) if an X is indicated to the left of such exclusion:

This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury," or expenses for "bodily injury" arising directly or indirectly from:

<input checked="" type="checkbox"/> Hang Gliding	<input checked="" type="checkbox"/> Overnight Clinic/Camps
<input checked="" type="checkbox"/> Parasailing	<input checked="" type="checkbox"/> Ski Jumping
<input checked="" type="checkbox"/> Parachuting	<input checked="" type="checkbox"/> Freestyle Skiing
<input checked="" type="checkbox"/> Tobogganing	<input checked="" type="checkbox"/> Snowmobiling
<input checked="" type="checkbox"/> Luge	<input checked="" type="checkbox"/> Cheerleading pyramids over 2-1/2 persons high
<input checked="" type="checkbox"/> Skateboarding	and cheerleading activities using trampolines and
<input checked="" type="checkbox"/> Trampolines over 46" in diameter	springboards
<input checked="" type="checkbox"/> Bungee Jumping	<input checked="" type="checkbox"/> Saddle Animal Rides
<input checked="" type="checkbox"/> Hot Air Balloon Rides	<input checked="" type="checkbox"/> Petting Zoos
<input checked="" type="checkbox"/> Mechanical Bulls	<input checked="" type="checkbox"/> Racing or Speed Contest involving Autos
<input checked="" type="checkbox"/> Saddle Animals	<input checked="" type="checkbox"/> Racing or Speed Contests involving Watercraft
<input checked="" type="checkbox"/> Velcro Jumps	<input checked="" type="checkbox"/> Racing or Speed Contests involving Aircraft
<input checked="" type="checkbox"/> Paintball	<input checked="" type="checkbox"/> Parades - riding on floats or motorized devices
<input checked="" type="checkbox"/> Race Track Risks	<input checked="" type="checkbox"/> Pep Rallies
<input checked="" type="checkbox"/> Boating	<input checked="" type="checkbox"/> Tug of War
<input checked="" type="checkbox"/> Motorsports	<input checked="" type="checkbox"/> Licensed Daycare/Preschool Operations
<input checked="" type="checkbox"/> Rodeo	<input checked="" type="checkbox"/> Open Water Activities
<input checked="" type="checkbox"/> Mechanical Rides	<input checked="" type="checkbox"/> Repetitive Type Injuries to Horses/Ponies
<input checked="" type="checkbox"/> Inflatables	

This exclusion applies when such activities are performed with the knowledge or consent of the insured or any additional insured or concessionaires using any premises owned, operated or maintained by the insured.

All other terms and conditions of the policy remain the same.

\_\_\_\_\_  
Authorized Representative

106340 (09/10)	Includes copyrighted material of Insurance Services Office, Inc with permission.	Page 1 of 1
----------------	---	-------------

## ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective at 12:01 A.M. 01/01/2014 forms a part of

Policy No. 66324699  
SOFTBALL ASSOCIATION

Issued to: NATIONAL SOFTBALL ASSOCIATION d/b/a NATIONAL

By: Lexington Insurance Company

### ASSAULT AND BATTERY EXCLUSION

This endorsement modifies insurance under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusion is added to Paragraph 2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES) and Paragraph 2. Exclusions of COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION I - COVERAGES):

This insurance does not apply to "bodily injury, "property damage", or "personal injury and advertising injury", arising out of:

- (1) Assault and/or battery committed by any insured, any "employee" of any insured, any "volunteer worker" of any insured, any patron or customer of any insured, any participant, player or attendee at an event sanctioned or sponsored by any insured, or any other person; or
- (2) The failure to suppress or prevent any assault and/or battery or any act or omission in connection with any assault and/or battery; or
- (3) The negligent hiring, supervision, training or retention of any insured, any "employee" of any insured, any "volunteer worker" of any insured, or any other person, or any other theory of liability with respect to Paragraphs (1) or (2) above.

All other terms and conditions of the policy remain the same.

---

Authorized Representative

106365 (10/10)	Includes copyrighted material of Insurance Services Office, Inc with permission.	Page 1 of 1
----------------	--	-------------

## ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective at 12:01 A.M. 01/01/2014 forms a part of

Policy No. 66324699  
SOFTBALL ASSOCIATION

Issued to: NATIONAL SOFTBALL ASSOCIATION d/b/a NATIONAL

By: Lexington Insurance Company

### SEXUAL ABUSE LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to SECTION I - COVERAGES:

#### COVERAGE E SEXUAL ABUSE LIABILITY

##### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" to any person arising out of "sexual abuse" to which this insurance applies.

We have the right and duty to defend any "suit" against the insured seeking such damages, even if any of the allegations of the "suit" are groundless, false or fraudulent.

We also have the right, but not the duty, to defend any "suit" against any person other than the insured seeking such damages, even if any of the allegations of the "suit" are groundless, false or fraudulent.

We may, at our discretion, investigate any actual or alleged offense and settle any claim or "suit". But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and  
(2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverages A, B, D (if applicable) and E.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A, B, D and E.

- b. This insurance applies to "bodily injury" arising out of "sexual abuse" that takes place in the "coverage territory" during the policy period.
- c. As respects each claimant, multiple acts of "sexual abuse" by the same person(s), including any breach of duty in allowing or contributing to such act(s), will be deemed one event. The date of the event will be deemed to be the date of the first act of "sexual abuse". There is no coverage under this policy as respects such claimant if the date of the event precedes the effective date of this policy.

##### 2. Exclusions

This insurance does not apply to:

- a. Any insured who is alleged to have committed "sexual abuse".

However, we will provide a civil defense to such insured until such time as that insured is judicially determined to have intentionally caused such "sexual abuse".

106366 (10/10)	Includes copyrighted material of Insurance Services Office, Inc with permission.	Page 1 of 4
----------------	--	-------------

- b. The cost of defense of, or the cost of paying any fines for, any insured or person resulting from actual or alleged violation of a criminal or penal statute.
- c. Liability of others assumed by any insured under any contract or agreement, either oral or in writing, unless specifically endorsed hereon.
- d. Any obligation for which any insured or any carrier may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law.
- e. "Bodily injury" as a result of "sexual abuse", sickness, disease or death sustained by any of your "employees" or "volunteer workers" arising out of, and in the course of employment by you or within the scope of their duties for you.
- f. Any loss or claim either directly or indirectly arising from an insured's activities as an officer or director of any corporation, company or business other than that of the Named Insured.

3. **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGES** is amended to read as follows:

**SUPPLEMENTARY PAYMENTS - COVERAGES A, B, D and E**

4. With respect to coverage provided by this Sexual Abuse Liability Coverage Endorsement, **SECTION II - WHO IS AN INSURED** is deleted and replaced with the following:

**SECTION II - WHO IS AN INSURED**

1. If you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your "executive officers" or directors.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than your "executive officers", but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury":

- (a) To you, to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above; or
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above.

5. With respect to coverage provided by this Sexual Abuse Liability Coverage Endorsement, **SECTION III - LIMITS OF INSURANCE** is amended as follows:

a. Paragraph 2. Is deleted and replaced with the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical Expenses under Coverage C;

106366 (10/10)	Includes copyrighted material of Insurance Services Office, Inc with permission.	Page 2 of 4
----------------	--	-------------

- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
  - c. Damages under Coverage B;
  - d. Damages under Coverage D (if applicable); and
  - e. Damages under Coverage E.
- b. Paragraph 5. is deleted and replaced with the following:
  - 5. Subject to 2. above, the Each Occurrence and Event is the most we will pay for the sum of:
    - a. Damages under Coverage A;
    - b. Medical expenses under Coverage C;
    - c. Damages under Coverage D (if applicable); and
    - d. Damages under Coverage E.

because of all "bodily injury" and "property damage" arising out of any one "occurrence"; or event.
- c. The following paragraph is added:
 

All acts of "sexual abuse" by any one person or any number of persons together or in collusion, including any breach of duty in allowing or contributing to such acts, will be considered one event for the purposes of determining the Limits of Insurance.
- 6. With respect to coverage provided by this Sexual Abuse Liability Coverage Endorsement, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:
  - a. Paragraph a. of 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** is deleted and replaced with the following:
    - 2. **Duties In The Event Of Occurrence, Offense, Event, Claim Or Suit**
      - a. You must see to it that we are notified as soon as practicable of an "occurrence", offense, or event that may result in a claim. To the extent possible, notice should include:
        - (1) How, when and where the "occurrence", offense, or event took place;
        - (2) The names and addresses of any injured persons and witnesses; and
        - (3) The nature and location of any injury or damage arising out of the "occurrence", offense, or event.
  - b. The following Condition is added:
 

**Knowledge Of Offense, Event, Claim Or Suit**

Knowledge of an offense, event, claim or "suit" that is covered by this policy and occurs during this policy period, by an agent, servant or employee of any insured; and receipt of any demand, notice, summons, or other legal papers in connection with a claim or "suit" that is covered by this policy and occurs during this policy period, by an agent, servant or employee of any insured shall not in itself constitute knowledge of the insured or receipt by the insured unless any insured listed under paragraph 1. of Section II - Who Is An Insured shall have knowledge or shall have received such demand, notice, summons or other legal papers.

106366 (10/10)	Includes copyrighted material of Insurance Services Office, Inc with permission.	Page 3 of 4
----------------	--	-------------

7. With respect to coverage provided by this Sexual Abuse Liability Endorsement, the definition of "bodily injury" in SECTION V - DEFINITIONS is deleted and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish.

8. The following definitions are added to SECTION V - DEFINITIONS:

"Sexual abuse" means sexual molestation, including but not limited to sexual exploitation, deliberate physical contact of a sexual nature, mental abuse and illicit conduct of a sexual nature not involving physical contact.

"Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid more than \$5,000 per year as a fee, salary or other compensation by you or anyone else for their work performed for you. Independent contractors who are paid a fee, salary or other compensation are not considered "volunteer workers".

All other terms and conditions of the policy remain the same.

---

Authorized Representative

106366 (10/10)	Includes copyrighted material of Insurance Services Office, Inc with permission.	Page 4 of 4
----------------	--	-------------

## ENDORSEMENT

THIS ENDORSEMENT EFFECTIVE: 01/01/2014 AT 12:01 AM

FORMS A PART OF POLICY NO.: 66324699

ISSUED TO: NATIONAL SOFTBALL ASSOCIATION

BY: LEXINGTON INSURANCE COMPANY

### FUNGUS EXCLUSION

*This endorsement modifies insurance provided under the following:*

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", or any other loss, cost or expense, including, but not limited to losses, costs or expenses related to, arising from or associated with clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by:

- a. Any "fungus(i)", "molds(s)", mildew or yeast, or
- b. Any "spore(s)" or toxins created or produced by or emanating from such fungus(i), "mold(s)", mildew or yeast, or
- c. Any substance, vapor, gas, or other emission or organic or inorganic body or substance produced by or arising out of any "fungus(i)", "mold(s)", mildew or yeast, or
- d. Any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any "fungus(i)", "mold(s)", mildew, yeast, or "spore(s)" or toxins emanating therefrom,

regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that "bodily injury", "property damage", "personal and advertising injury", loss, cost or expense.

For the purposes of this exclusion, the following definitions are added to the Policy:

"Fungus(i)" includes, but is not limited to, any of the plants or organisms belonging to the major group Fungi, lacking chlorophyll, and including molds, rusts, mildews, smuts, and mushrooms.

"Mold(s)" includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce molds.

"Spore(s)" means any dormant or reproductive body produced by or arising or emanating out of any "fungus(i)", "mold(s)", mildew, plants, organisms or microorganisms.

---

Authorized Representative

78689 07/03



**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$ 99, and does not include any charges for the portion of losses covered by the United States government under the Act.

**ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement, effective at 12:01 A.M. 01/01/2014 forms a part of

Policy No. 66324699  
SOFTBALL ASSOCIATION

Issued to: NATIONAL SOFTBALL ASSOCIATION d/b/a: NATIONAL

By: Lexington Insurance Company

**FIREWORKS, EXPLOSIVES, PYROTECHNIC DEVICES, OR  
INCENDIARY DEVICE EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The following exclusion is added to Paragraph 2., Exclusions of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** and Paragraph 2., Exclusions of **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION I - COVERAGES)** as follows:

This insurance does not apply to "bodily injury", "property damage" and "personal advertising injury" caused by, arising out of, or resulting directly or indirectly, in whole or in part from fireworks, explosives, pyrotechnic devices, or any incendiary device.

However, this exclusion does not apply to "flashboxes". As used in this endorsement, "flashbox(es)" means a device used to create a visual effect along with an explosive noise and is induced electronically in a cylinder with no projectile, wadding, or wrapping.

All other terms, conditions and exclusions remain unchanged.

\_\_\_\_\_  
Authorized Representative

## ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective at 12:01 A.M. 01/01/2014 forms a part of

Policy No. 66324699  
SOFTBALL ASSOCIATION

Issued to: NATIONAL SOFTBALL ASSOCIATION d/b/a NATIONAL

By: Lexington Insurance Company

### LEGAL LIABILITY TO SPORTS PARTICIPANTS ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

##### SCHEDULE

Liability to Participants Occurrence Limit \$1,000,000

Deductible for Liability to Participants \$

I. The following exclusion is added to paragraph 2. Exclusions of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)**:

This insurance does not apply to "bodily injury" to a "participant".

II. The following is added to **SECTION I - COVERAGES**:

**COVERAGE E- LIABILITY TO "PARTICIPANTS"**

1. Insuring Agreement.

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" to any "participant". We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result.

But:

(1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and

(2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverage E.

- b. This insurance applies to "bodily injury" only if:

(1) The "bodily injury" is caused by an "occurrence" that takes place in the "coverage territory"; and

(2) The "bodily injury" occurs during the policy period.

2. Exclusions.

This insurance does not apply to:

- a. "Bodily injury" that is excluded under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions. Paragraphs a., b., c., d., e., f., g., h., i., and o.**

- b. Claims or "suits" brought by one "participant" against another "participant". However, this exclusion does not apply to claims or "suits" brought against you or any additional insureds who have been endorsed onto this policy.

III. The title "SUPPLEMENTARY PAYMENTS - COVERAGES A AND B" (SECTION I - COVERAGES) is deleted and replaced with the following:

**SUPPLEMENTARY PAYMENTS - COVERAGES A, B, D, AND E.**

IV. Paragraph 2. of SECTION III - LIMITS OF INSURANCE is deleted in its entirety and replaced with the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical Expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
- c. Damages under Coverage B;
- d. Damages under Coverage D; and
- e. Damages under Coverage E.

V. The following paragraph is added to SECTION III--LIMITS OF INSURANCE:

Subject to 2. above, the Liability to Participants Occurrence Limit shown in the Legal Liability to Sports Participants Endorsement is the most we will pay for the sum of all damages under Coverage E because of all "bodily injury" to all "participants" arising out of any one "occurrence".

VI. With respect to coverage provided by this Legal Liability to Sports Participants Endorsement only, the following definitions are added to SECTION V - DEFINITIONS:

"Participant" means any person who is instructing, supervising, training or practicing for, participating in or while otherwise involved in any sports or athletic activity, contest, or exhibition you operate or sponsor.

All other terms and conditions of the policy remain the same.

---

Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective at 12:01 A.M. 01/01/2014 forms a part of  
Policy No. 66324699 Issued to: NATIONAL SOFTBALL ASSOCIATION d/b/a NATIONAL  
SOFTBALL ASSOCIATION

By: Lexington Insurance Company

**EXCLUSION OF LIABILITY INSURANCE AFFORDED UNDER ANOTHER POLICY**

This endorsement modifies coverage provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

This insurance does not apply to any claim or "suit" which is covered under any other insurance policy specifically designated in the Schedule below.

This exclusion applies to any claim or "suit" which:

1. Is covered under any replacement, renewal or extension of any such other policy; or
2. Would have been covered under any such other policy, but for the exhaustion of limits, cancellation or expiration of such policy.

**Schedule of Designated Policies**

<u>Policy Number</u>	<u>Company Name</u>	<u>Operations or Premises</u>
011225801	LEXINGTON INSURANCE COMPANY	NSA SEPT TO SEPT POLICY

All other terms, conditions and exclusions remain unchanged.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

97021 (2/08)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

**f. Pollution**

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 01/01/2014

forms a part of

policy No. 66324699

issued to NATIONAL SOFTBALL ASSOCIATION d/b/a NATIONAL SOFTBALL ASSOCIATION

by LEXINGTON INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION - VIOLATION OF STATUTES IN CONNECTION WITH SENDING, TRANSMITTING OR  
COMMUNICATING ANY MATERIAL OR INFORMATION**

Paragraph q. Distribution Of Material In Violation Of Statutes, of Item 2. Exclusions, of Coverage A, Section I - Coverages; and

Paragraph p. Distribution Of Material In Violation Of Statutes, of Item 2. Exclusions, of Coverage B, Section I - Coverages;

are replaced with the following:

This insurance does not apply to any loss, injury, damage, claim, suit, cost or expense arising out of or resulting from, caused directly or indirectly, in whole or in part by, any act that violates any statute, ordinance or regulation of any federal, state or local government, including any amendment of or addition to such laws, that addresses or applies to the sending, transmitting or communicating of any material or information, by any means whatsoever.

To the extent any coverage may otherwise be available under this Policy, the provisions of this Exclusion shall supercede the same and exclude such coverage.

All other terms and conditions of the policy are the same.

---

Authorized Representative or  
Countersignature (in States Where Applicable)



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

### Estimated Taxes, Assessments and Surcharges

The taxes, assessments and surcharges shown on the Schedule are based upon our knowledge of the current law in the states involved. If the law changes, or a rate or assessment changes, or a new surcharge is imposed, or a state reinterprets its law, any additional taxes, assessments and surcharges will become part of *Your Payment Obligation*.

## ENDORSEMENT #

This endorsement, effective 12:01 A.M., 01/01/2014  
Forms a part of Policy No.: 66324699  
Issued to: NATIONAL SOFTBALL ASSOCIATION  
By: Lexington Insurance Company

## SERVICE OF SUIT CONDITION

This endorsement modifies insurance provided under the policy:

The following condition is added to this policy:

In the event of our failure to pay any amount claimed to be due hereunder, we, at your request, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Counsel, Legal Department, Lexington Insurance Company, 100 Summer Street, Boston, Massachusetts 02110 or his or her representative, and that in any suit instituted against us upon this Policy, we will abide by the final decision of such court or of any appellate court in the event of any appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, we hereby designate the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by you or on your behalf or any beneficiary hereunder arising out of this Policy of insurance, and hereby designates the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

---

Authorized Representative

PRG 2023 07/05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 01/01/2014  
forms a part of Policy No. 66324699  
issued to NATIONAL SOFTBALL ASSOCIATION  
by Lexington Insurance Company

ECONOMIC SANCTIONS ENDORSEMENT

*This endorsement modifies insurance provided under the following:*

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

---

AUTHORIZED REPRESENTATIVE

89644 6-13

To: Angela Salcido;  
From: ALEWIS  
Cc:  
Bcc:  
Subject: NATIONAL SOFTBALL ASSOC - JAN - 66324699-01  
Date/Time Sent: 1/12/2015 1:30 PM

=====BEGINNING OF MESSAGE=====

Angela,

Attached is the renewal policy for the above insured. Please let me know if I can be of further assistance.

Thank you

=====END OF MESSAGE=====

Attached Files:  
IR\_110001.pdf  
IR\_end't\_#\_1110001.pdf



# GENERAL LIABILITY ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION EXCLUSIONS

## ADVISORY NOTICE TO POLICYHOLDERS

This Notice does not form part of your policy. No coverage is provided by this Notice nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the Policy and this Notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides information concerning the following new endorsement, which applies to your renewal policy being issued by us:

**CG 21 06 05 14 – Exclusion – Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability – With Limited Bodily Injury Exception (For Use With The Commercial General Liability Coverage Part)**

When this endorsement is attached to your policy:

- Under Coverage **A** – Bodily Injury And Property Damage Liability, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage.
- Under Coverage **B** – Personal And Advertising Injury Liability, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction in coverage.



AMATEUR SPORTS  
Risk Management Services

## Value-Added Services

At AIG, we specialize in providing risk management services to our insureds. We understand the issues and will work to help minimize the potential for loss to your organization. Listed below are several available services, many of which are available at no additional cost to you.

### Customer Service Line

Professional staff is available every business day at 800-611-3094 to answer your questions and provide risk management advice. Just leave a message and a representative will call you back.

### On Demand Webcast Library

We are pleased to make our On Demand Webcast Library available to you. This library has a wide selection of educational webcasts that are available at any time. Our webcasts focus on a variety of topics such as: product liability, property-related exposures, automobile liability, general liability, and sexual abuse liability exposures. In these audio and video presentations, you will find a variety of risk management issues presented by leading industry experts. View at [www.lexcasts.com](http://www.lexcasts.com).

### Discounted Services on Criminal Background Checks

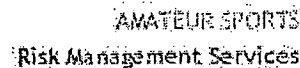
Praesidium, a nationally recognized vendor, has developed a comprehensive background check package designed exclusively for AIG insureds. The package includes a social security number trace & alias search, a multi-state criminal records search, national sex offender registry searches and the terrorist database & various national and international security database search. This comprehensive database includes over 395 million criminal records. If your organization signs up for the background check services, you will also receive the following complimentary services:

1. An initial consultation call to discuss which background checks are most appropriate for your organization.
2. A standard consent form to use with your applicants.
3. A comprehensive user's manual that provides instructions for using the online background check system to order background checks and view results.
4. Upon request, Praesidium will help you interpret background check results and reports with criminal hits, provide guidance regarding adverse actions procedures, and provide information about developing a committee to determine if a criminal hit should disqualify an applicant from employment.

### On-Line Safety Training

Visit <http://lextrainer.puresafety.com> for an easy-to-use, automated risk management training system that allows your employees to log-in and complete courses at their own pace. Choose from a wide variety of general safety and driver training courses. This site enables you to cost-effectively train your employees and track their progress in far less time than traditional training methods and at no additional cost to you.

continued >



Claims Operations  
98 High Street  
Boston, MA 02110

### Claim Reporting Notice

Automobile, General Liability and Property claims, regardless of severity or location, are reportable to AIG Claims Department for handling.

Claims can be reported by one of the following methods:

\*\* Preferred Method: E-Mail: [RSClaims@aig.com](mailto:RSClaims@aig.com)  
Telephone: 866-546-8234  
Fax: 866-785-2722  
  
Mail: AIG Claims Department  
AIG Programs  
c/o ACPC  
PO BOX 2310  
Alpharetta, GA 30023-2310

To follow up on a claim previously reported, please contact: 877-873-9972

***Lexington Insurance Company***

Administrative Offices: 99 High Street  
Boston, MA 02110-2103  
(hereinafter "the Company")

**CERTIFICATE OF RENEWAL**

Policy No.: 66324699 - 01

Certificate Renewal No.: 66324699

The above referenced Policy is renewed as of the effective date on the Declaration Page incorporated herein by reference and attached to this Certificate of Renewal. This Certificate of Renewal, the attached Declaration Page, the Policy referenced above along with its endorsements (but without its original Declaration Page which is superceded by the attached Declaration Page), and any endorsement issued pursuant to this Certificate of Renewal comprise the entire terms and conditions of the renewal policy. The terms and conditions of the renewal policy cannot be waived or changed except by written endorsement issued by the Company and made part of this Certificate of Renewal.

---

Authorized Representative or  
Countersignature (in states where Applicable)

# POLICYHOLDER NOTICE

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at [www.aig.com/producercompensation](http://www.aig.com/producercompensation) or by calling 1-800-706-3102.

LEXINGTON INSURANCE COMPANY  
Wilmington, Delaware  
Administrative Offices: 99 High Street  
Boston, MA 02110-2103  
**COMMERCIAL GENERAL LIABILITY POLICY  
DECLARATIONS**

Policy No.: 66324699 - 01

Renewal of No.: 66324699

Named Insured and Address: (No., Street, Town or City, County, State)

NATIONAL SOFTBALL ASSOCIATION  
D/B/A NATIONAL SOFTBALL ASSOCIATION  
P.O. BOX 7,  
NICHOLASVILLE, KY 40356-2584

Policy Period: (Mo. Day Yr.)

From: 01/01/2015

To: 01/01/2016

12:01 A.M., standard time at the address of the Named Insured as stated herein.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Form of Business: ☐ Individual ☐ Partnership ☐ Joint Venture ☐ Limited Liability Company ☒ Organization, Including a Corporation (but not including a partnership, joint venture or Limited Liability Company)

Business of the Named Insured is: Youth and Adult Sports Master policy covering Softball scheduled, sponsored and supervised activities of the member insured (see endt #1 for complete business description of insd)

Location of All Premises you Own, Rent or Occupy: See Location endorsement

**LIMITS OF INSURANCE**

EACH OCCURRENCE LIMIT	\$ 3,000,000	
PERSONAL AND ADVERTISING INJURY LIMIT	\$ 3,000,000	
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 3,000,000	
GENERAL AGGREGATE LIMIT	\$ 4,000,000	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$ 300,000	ANY ONE PREMISES
MEDICAL PAYMENTS LIMIT	\$ 5,000	ANY ONE PERSON
SEXUAL ABUSE LIABILITY EACH OCCURRENCE OR EVENT	\$ 100,000	
SEXUAL ABUSE LIABILITY AGGREGATE	\$ 100,000	

<input type="checkbox"/> DEDUCTIBLE	\$ N/A	PER Occurrence
<input type="checkbox"/> SELF INSURED RETENTION	\$ N/A	AGGREGATE

CLASSIFICATION	PREMIUM BASIS	RATE	ADVANCE PREMIUM
----------------	---------------	------	-----------------

**SEE SCHEDULE OR COMPOSITE RATE ENDORSEMENT**

Total Advance Premium for this Policy:	\$ 10,000
Annual Minimum Premium for this Policy:	\$ 10,000
Minimum Earned Premium at Inception for this Policy	\$ 2,500

Audit Period: N/A

Forms and Endorsement as per attached Schedule: SEE SCHEDULE OF FORMS AND ENDORSEMENTS

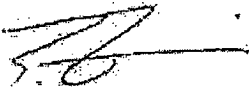
Date Issued: 01/07/2015  
At Boston, MA 02110-2103  
PRG 3055 ed. 6/03

By \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

PEGA COPY

## ADDENDUM TO THE DECLARATIONS

By signing below, the President and the Secretary of the Insurer agree on behalf of the Insurer to all the terms of this Policy.




Jeremy Johnson  
PRESIDENT



Denis M. Butkovic  
SECRETARY

This policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations page of the policy.



Ethan D. Allen  
AUTHORIZED REPRESENTATIVE

78713.07-12



## SCHEDULE ENDORSEMENT

THIS ENDORSEMENT EFFECTIVE: 01/01/2015 AT 12:01 AM

FORMS A PART OF POLICY NO.: 66324699 - 01

ISSUED TO: NATIONAL SOFTBALL ASSOCIATION

D/B/A: NATIONAL SOFTBALL ASSOCIATION

BY: Lexington Insurance Company

Commercial General Liability  
Schedule of Rates/Advance Premium

Classification Description	Premium Basis*	Rate	Advance/Deposit Premium
40066 - Athletic Programs - amateur - Other than Not for Profit	(x) 7	Included	\$ 10,000.00

\* per \$1,000 sales (s)  
per \$1,000 payroll (p)  
other/specify (x) = participants

## SCHEDULE

POLICY NO.: 66324699 - 01

<u>Form Number</u>		<u>Title</u>
117508	0514	General Liability Access Or Disclosure Of Confidential Or Personal Information Exclusions Advisory Notice To Policyholders
NSM Cover Letter		Cover Letter
Claim Reporting Notice		Claim Reporting Notice
CertRenewal		Certificate of Renewal
91222	0413	Policyholder Notice
PRG3055	0603	Commercial General Liability Policy Declarations
78713	0712	Addendum To The Declarations
LX9125	0797	Schedule of Rates/Advance Premium
Forms Schedule		Schedule of Forms and Endorsements
CG0001	0413	Commercial General Liability Coverage Form
LX0082	0386	Minimum Earned Premium
LX9482	0402	Amendatory Endorsement
LEXADDLOC	1002	Additional Locations
PRG3067	0803	Attendance Limitation Exclusion Endorsement
PRG3069	1208	Release and Waiver Requirement
62898	0901	Radioactive Matter Exclusion
72984	0499	Additional Insureds
CG2026	0413	Additional Insured - Designated Person or Organization
CG2144	0798	Limitation of Coverage to Designated Premises or Project
102249	0910	Aggregate Limit Endorsement
106340	0910	Exclusion - Selected Activities
106365	1010	Assault and Battery Exclusion
106366	1010	Sexual Abuse Liability Coverage
58332	0807	Total Lead Exclusion
78689	0703	Fungus Exclusion
96556	0108	Terrorism Notice
96725	1207	Fireworks, Explosives, Pyrotechnic Devices, or Incendiary Device Exclusion
97017	0208	Legal Liability To Sports Participants Endorsement
97021	0208	Exclusion of Liability Insurance Afforded Under Another Policy
CG2147	1207	Employment -Related Practices Exclusion
CG2149	0999	Total Pollution Exclusion Endorsement
87295	0108	Exclusion - Violation of Statutes In Connection With Sending, Transmitting or Communicating Any Material or Information
IL0003	0702	Calculation of Premium
IL0017	1198	Common Policy Conditions
IL0021	0908	Nuclear Energy Liability Exclusion Endorsement
PRG7003	1109	Estimated Taxes, Assessments and Surcharges
CG2106	0514	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception
PRG2023	0514	Service of Suit Condition
89644	0613	Economic Sanctions Endorsement

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

### SECTION I – COVERAGES

#### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible; or

- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises; site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
  - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
  - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
  - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;



- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

## **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

### **2. Exclusions**

This insurance does not apply to:

#### **a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

#### **b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

#### **c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

#### **d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

#### **e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

#### **f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

#### **g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

#### **h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".



**i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

## COVERAGE C – MEDICAL PAYMENTS

### 1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

### 2. Exclusions

We will not pay expenses for "bodily injury":

#### a. Any Insured

To any insured, except "volunteer workers".

#### b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

#### c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

### d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

### e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

### f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

### g. Coverage A Exclusions

Excluded under Coverage A.

## SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees"; other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

##### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

##### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

##### **3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.



#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

##### b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

##### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### 5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### 6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

#### **7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

#### **8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### **9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

### **SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;
 

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.



However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
  - (a) When all of the work called for in your contract has been completed.
  - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
  - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a) You;
  - (b) Others trading under your name; or
  - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

ENDORSEMENT

THIS ENDORSEMENT EFFECTIVE: 12:01 A.M. 01/01/2015

FORMS A PART OF POLICY NO.: 66324699 - 01

ISSUED TO: NATIONAL SOFTBALL ASSOCIATION

D/B/A: NATIONAL SOFTBALL ASSOCIATION

BY: LEXINGTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

MINIMUM EARNED PREMIUM

It is agreed that in the event of cancellation of this policy by or at the direction of the Insured, we shall retain a Minimum Earned Premium of \$2,500.00

It is further agreed that the provision regarding cancellation by the Insured is amended as follows:

"If the Insured cancels this policy earned premium shall be computed in accordance with the customary short-rate table and procedure, or the Minimum Earned Premium stated herein, whichever is greater".

All other terms, conditions and exclusions of this policy remain unchanged.

---

Authorized Representative or  
Countersignature (in states where Applicable)

LX0082

## ENDORSEMENT

THIS ENDORSEMENT EFFECTIVE: 01/01/2015

AT 12:01 AM

FORMS A PART OF POLICY NO.: 66324699 - 01

ISSUED TO: NATIONAL SOFTBALL ASSOCIATION

D/B/A: NATIONAL SOFTBALL ASSOCIATION

BY: LEXINGTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

### COMMERCIAL GENERAL LIABILITY

#### AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided by this policy as follows:

1. The following Exclusion is added to paragraph 2., Exclusions of Coverage A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) and paragraph 2., Exclusions of Coverage B – PERSONAL AND ADVERTISING INJURY LIABILITY (Section I – Coverages):
  - a. To any liability for "bodily injury", "property damage", "personal injury", "advertising injury", occupational disease, disability, shock, mental anguish or mental injury, at any time arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or
  - b. To any obligation of the "insured" to indemnify any party because of damages arising out of "bodily injury", "property damage", "personal injury", "advertising injury", occupational disease, disability, shock, mental anguish or mental injury, at any time as a result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or
  - c. To any obligation to defend any "suit" or claim against the "insured" alleging bodily injury", "property damage", "personal injury", "advertising injury", occupational disease, disability, shock, mental anguish or mental injury, resulting from or contributed to, by the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.
2. Subparagraph b. of paragraph 2, Premium Audit, of Section IV – Commercial General Liability Conditions is deleted and is replaced with the following subparagraph:
  - b. Premium shown in Item 5 of the Declarations of this policy as Advance Premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first named Insured but not if such audit premium is less than the Annual Minimum Premium shown in Item 5 of the Declarations.

3. The following conditions are added to Common Policy Conditions:

G. Service of Suit

In the event of our failure to pay any amount claimed to be due hereunder, we, at your request, will submit to the jurisdiction of a court of a competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that the service of process in such suit may be made upon counsel, Legal Department, Lexington Insurance Company, 99 High Street, Boston, MA 02110-2103, or his or her representative, and that in any suit instituted against us on this policy, we will abide by the final decision of such court or of any appellate court in the event of an appeal.

H. Arbitration

Notwithstanding Condition G, Service of Suit above, in the event of a disagreement as to the interpretation of this policy, it is mutually agreed that such dispute shall be submitted to binding arbitration before a panel of three (3) Arbitrators consisting of two (2) party-nominated (non-impartial) Arbitrators and a third (impartial) Arbitrator (hereinafter "umpire") as the sole and exclusive remedy. The party desiring arbitration of a dispute shall notify the other party, said notice including the name, address and occupation of the Arbitrator nominated by the demanding party. The other party shall, within 30 days following receipt of the demand, notify in writing the demanding party of the name, address and occupation of the Arbitrator nominated by it. The two (2) arbitrators so selected shall, within 30 days of the appointment of the second Arbitrator, select an umpire. If the Arbitrators are unable to agree upon an umpire, each Arbitrator shall submit to the other Arbitrator a list of three (3) proposed individuals, from which list each Arbitrator shall choose one (1) individual. The names of the two (2) individuals so chosen shall be subject to a draw, whereby the individual drawn shall serve as umpire.

The parties shall submit their cases to the panel by written and oral evidence at a hearing time and place selected by the umpire. Said hearings shall be held within 30 days of the selection of the umpire. The panel shall be relieved of all judicial formality, shall not be obligated to adhere to the strict rules of law or of evidence, shall seek to enforce the intent of the parties hereto and may refer to, but are not limited to, relevant legal principles. The decision of at least two (2) of the three (3) panel members shall be binding and final and not subject to appeal except for grounds of fraud and gross misconduct by the Arbitrators. The award will be issued within 30 days of the close of the hearings. Each party shall bear expenses of its designated Arbitrator and shall jointly and equally share with the other the expense of the umpire and the arbitration. The arbitration proceeding shall take place in the vicinity of the Named Insured's mailing address as shown in the Declarations or such other place as may be mutually agreed by the Named Insured and us. The procedural rules applicable to this arbitration shall, except as provided otherwise herein, be in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

## ENDORSEMENT

This Endorsement, effective: 01/01/2015  
Forms part of Policy No.: 66324699 - 01  
Issued to: NATIONAL SOFTBALL ASSOCIATION  
Dba: NATIONAL SOFTBALL ASSOCIATION  
By: Lexington Insurance Company

## ADDITIONAL LOCATIONS

In consideration of the premium charged at inception, it is hereby understood and agreed that ITEM #1, Named Insured is amended to include the following locations:

1 NATIONAL SOFTBALL ASSOCIATION 101 NSA WAY NICHOLASVILLE KY 40356-2584

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

---

Authorized Representative or  
Countersignature (in states where Applicable)

LEX-ADDLOC (Ed. 10-02)

**ENDORSEMENT**

**THIS ENDORSEMENT EFFECTIVE: 01/01/2015      AT 12:01 AM**

**FORMS A PART OF POLICY NO.: 66324699 - 01**

**ISSUED TO: NATIONAL SOFTBALL ASSOCIATION**

**D/B/A: NATIONAL SOFTBALL ASSOCIATION**

**BY: Lexington Insurance Company**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.**

**ATTENDANCE LIMITATION EXCLUSION ENDORSEMENT**

This endorsement modifies insurance under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Any event, in which the attendance or capacity of the designated venue exceeds 10,000 admissions, is excluded from this policy unless specifically declared and endorsed herein.

All other terms, conditions and exclusions remain the same.

---

Authorized Representative

## ENDORSEMENT

THIS ENDORSEMENT EFFECTIVE: 01/01/2015 AT 12:01 AM

FORMS A PART OF POLICY NO.:66324699 - 01

ISSUED TO: NATIONAL SOFTBALL ASSOCIATION

D/B/A: NATIONAL SOFTBALL ASSOCIATION

BY: LEXINGTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

### RELEASE AND WAIVER REQUIREMENT

This endorsement modifies insurance under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This policy is amended as follows:

1. Coverage shall not apply to "bodily injury" to an "athletic participant" unless you shall deliver to us simultaneously with the notice of an "athletic participant's" claim, a valid Release and Waiver of Liability & Indemnity Agreement ("release"), dated and signed by the "athletic participant" prior to the time of occurrence in which said "athletic participant" was injured.
2. You must secure from each "athletic participant" and provide to us a valid "release" as described above and must implement sufficient procedures to secure such "release."
3. Provided you have implemented such procedures, and you are unable to secure and provide such "release" despite your best efforts, you must assume and pay the first \$500 of each occurrence (including supplemental payments) resulting in an "athletic participant" legal liability claim.
4. Such "releases" shall be considered valuable papers and their destruction shall be subject to applicable insurance laws in respect of the retention of records.
5. Any "releases" containing fraudulent information or misrepresentation of which you were not aware, shall not relieve us of our liability.
6. Coverage shall not apply to "bodily injury" to an "athletic participant" unless "athletic participant" accident insurance shall be carried by or on behalf of the "athletic participant" in the amount of \$25,000 and be in full force and effect at the time of the occurrence giving rise to a claim under this policy.
7. "Athletic participant" means players, coaches, managers, staff members, team workers, game officials and cheerleaders who have been granted proper authorization to enter any sanctioned events.

All other terms, conditions, and exclusions remain the same.

---

Authorized Representative

PRG 3069 (12/08)



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT  
CAREFULLY.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 01/01/2015  
forms a part of Policy No. 66324699 - 01  
issued to NATIONAL SOFTBALL ASSOCIATION  
d/b/a: NATIONAL SOFTBALL ASSOCIATION  
by Lexington Insurance Company

RADIOACTIVE MATTER EXCLUSION

*This endorsement modifies insurance provided under the following:*

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section I. - Coverages, Coverage A.- Bodily Injury and Property Damage Liability, 2. - Exclusions, is amended to add:

Any liability for "bodily injury" or "property damage" arising out of the actual, alleged or threatened exposure of person(s) or property to any radioactive matter or any form of radiation.

Section I. - Coverages, Coverage B.- Personal and Advertising Liability, 2. -Exclusions, is amended to add:

Arising out of the actual, alleged or threatened exposure of person(s)  
or property to any radioactive matter or any form of radiation.

---

AUTHORIZED REPRESENTATIVE

62898 (9/01)

**ENDORSEMENT**

**THIS ENDORSEMENT EFFECTIVE 01/01/2015      AT 12:01 AM**

**FORMS A PART OF POLICY NO.: 66324699 - 01**

**ISSUED TO: NATIONAL SOFTBALL ASSOCIATION**

**D/B/A: NATIONAL SOFTBALL ASSOCIATION**

**BY: Lexington Insurance Company**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSUREDS**

This endorsement modifies insurance under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

In consideration of an additional premium of \$ N/A it is hereby agreed the following are added as Additional Insureds.

Co-promoters

Sponsors

Landlords

Entertainers

All other terms and conditions remain unchanged. But only to the extent that liability results from negligence of the Named Insured.

---

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

Medina Township, the Medina Township Road District, members of the Medina Township Board of Trustees and all other officers, agents, employees of Medina Township, individually and collectively.

10628 N Galena Rd  
Mossville, IL 61552

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LIMITATION OF COVERAGE TO DESIGNATED  
PREMISES OR PROJECT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Premises:**

**Project:**

APPROVED AND SUPERVISED ACTIVITIES OF THE MEMBER TEAMS REPORTED TO THE COMPANY ON A MONTHLY BASIS. ALL CERTIFICATE HOLDER TEAMS INSURED BY THIS POLICY MUST BE REPORTED TO US NO LATER THAN THE 5TH OF THE FOLLOWING MONTH.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance applies only to "bodily injury", "property damage", "personal and advertising injury" and medical expenses arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or
2. The project shown in the Schedule.

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. 01/01/2015 forms a part of

Policy No. 66324699 - 01 issued to NATIONAL SOFTBALL ASSOCIATION d/b/a NATIONAL SOFTBALL ASSOCIATION

By Lexington Insurance Company

**AGGREGATE LIMIT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE**

	Aggregate Limit	\$4,000,000	
<input type="checkbox"/>	Per Association	<input type="checkbox"/>	Per League
<input type="checkbox"/>	Per Camp	<input type="checkbox"/>	Per Location
<input type="checkbox"/>	Per Certificate Holder	<input type="checkbox"/>	Per Member
<input type="checkbox"/>	Per Club	<input type="checkbox"/>	Per Official
<input type="checkbox"/>	Per Coach	<input type="checkbox"/>	Per Region
<input type="checkbox"/>	Per Event	<input checked="" type="checkbox"/>	Per Team
<input type="checkbox"/>	Per Facility	<input type="checkbox"/>	Per Tournament

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

If a box is marked in the Schedule of the Aggregate Limit Endorsement, then the following applies:

The General Aggregate Limit under SECTION III - LIMITS OF INSURANCE applies separately to each such person or entity indicated by the marked box.

All other terms and conditions of the policy remain the same.

\_\_\_\_\_  
Authorized Representative

102249 (09/10)	Includes copyrighted material of Insurance Services Office, Inc with permission.	Page 1 of 1
----------------	--	-------------

## ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. 01/01/2015 forms a part of

Policy No. 66324699 - 01  
SOFTBALL ASSOCIATION

issued to NATIONAL SOFTBALL ASSOCIATION d/b/a NATIONAL

By Lexington Insurance Company

### EXCLUSION -SELECTED ACTIVITIES

This endorsement modifies insurance under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusions are added to Paragraph 2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES), COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION I - COVERAGES), and COVERAGE C MEDICAL PAYMENTS (SECTION I - COVERAGES) if an X is indicated to the left of such exclusion:

This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury," or expenses for "bodily injury" arising directly or indirectly from:

<input checked="" type="checkbox"/> Hang Gliding <input checked="" type="checkbox"/> Parasailing <input checked="" type="checkbox"/> Parachuting <input checked="" type="checkbox"/> Tobogganing <input checked="" type="checkbox"/> Luge <input checked="" type="checkbox"/> Skateboarding <input checked="" type="checkbox"/> Trampolines over 46" in diameter <input checked="" type="checkbox"/> Bungee Jumping <input checked="" type="checkbox"/> Hot Air Balloon Rides <input checked="" type="checkbox"/> Mechanical Bulls <input checked="" type="checkbox"/> Saddle Animals <input checked="" type="checkbox"/> Velcro Jumps <input checked="" type="checkbox"/> Paintball <input checked="" type="checkbox"/> Race Track Risks <input checked="" type="checkbox"/> Boating <input checked="" type="checkbox"/> Motorsports <input checked="" type="checkbox"/> Rodeo <input checked="" type="checkbox"/> Mechanical Rides <input checked="" type="checkbox"/> Inflatables	<input checked="" type="checkbox"/> Overnight Clinic/Camps <input checked="" type="checkbox"/> Ski Jumping <input checked="" type="checkbox"/> Freestyle Skiing <input checked="" type="checkbox"/> Snowmobiling <input checked="" type="checkbox"/> Cheerleading pyramids over 2-1/2 persons high and cheerleading activities using trampolines and springboards <input checked="" type="checkbox"/> Saddle Animal Rides <input checked="" type="checkbox"/> Petting Zoos <input checked="" type="checkbox"/> Racing or Speed Contest involving Autos <input checked="" type="checkbox"/> Racing or Speed Contests involving Watercraft <input checked="" type="checkbox"/> Racing or Speed Contests involving Aircraft <input checked="" type="checkbox"/> Parades - riding on floats or motorized devices <input checked="" type="checkbox"/> Pep Rallies <input checked="" type="checkbox"/> Tug of War <input checked="" type="checkbox"/> Licensed Daycare/Preschool Operations <input checked="" type="checkbox"/> Open Water Activities <input checked="" type="checkbox"/> Repetitive Type Injuries to Horses/Ponies
--	--

This exclusion applies when such activities are performed with the knowledge or consent of the insured or any additional insured or concessionaires using any premises owned, operated or maintained by the insured.

All other terms and conditions of the policy remain the same.

\_\_\_\_\_  
Authorized Representative

106340 (09/10)	Includes copyrighted material of Insurance Services Office, Inc with permission.	Page 1 of 1
----------------	--	-------------

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective at 12:01 A.M. 01/01/2015 forms a part of

Policy No. 66324699 - 01  
SOFTBALL ASSOCIATION

Issued to: NATIONAL SOFTBALL ASSOCIATION d/b/a NATIONAL

By: Lexington Insurance Company

**ASSAULT AND BATTERY EXCLUSION**

This endorsement modifies insurance under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The following exclusion is added to Paragraph 2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES) and Paragraph 2. Exclusions of COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION I - COVERAGES):

This insurance does not apply to "bodily injury, "property damage", or "personal injury and advertising injury", arising out of:

- (1) Assault and/or battery committed by any insured, any "employee" of any insured, any "volunteer worker" of any insured, any patron or customer of any insured, any participant, player or attendee at an event sanctioned or sponsored by any insured, or any other person; or
- (2) The failure to suppress or prevent any assault and/or battery or any act or omission in connection with any assault and/or battery; or
- (3) The negligent hiring, supervision, training or retention of any insured, any "employee" of any insured, any "volunteer worker" of any insured, or any other person, or any other theory of liability with respect to Paragraphs (1) or (2) above.

All other terms and conditions of the policy remain the same.

---

Authorized Representative

106365 (10/10)	Includes copyrighted material of Insurance Services Office, Inc with permission.	Page 1 of 1
----------------	---	-------------

## ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective at 12:01 A.M. 01/01/2015 forms a part of

Policy No. 66324699 - 01  
SOFTBALL ASSOCIATION

Issued to: NATIONAL SOFTBALL ASSOCIATION d/b/a NATIONAL

By: Lexington Insurance Company

### SEXUAL ABUSE LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to SECTION I - COVERAGES:

#### COVERAGE E SEXUAL ABUSE LIABILITY

##### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" to any person arising out of "sexual abuse" to which this insurance applies.

We have the right and duty to defend any "suit" against the insured seeking such damages, even if any of the allegations of the "suit" are groundless, false or fraudulent.

We also have the right, but not the duty, to defend any "suit" against any person other than the insured seeking such damages, even if any of the allegations of the "suit" are groundless, false or fraudulent.

We may, at our discretion, investigate any actual or alleged offense and settle any claim or "suit". But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and  
(2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverages A, B, D (if applicable) and E.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A, B, D and E.

- b. This insurance applies to "bodily injury" arising out of "sexual abuse" that takes place in the "coverage territory" during the policy period.  
c. As respects each claimant, multiple acts of "sexual abuse" by the same person(s), including any breach of duty in allowing or contributing to such act(s), will be deemed one event. The date of the event will be deemed to be the date of the first act of "sexual abuse". There is no coverage under this policy as respects such claimant if the date of the event precedes the effective date of this policy.

##### 2. Exclusions

This insurance does not apply to:

- a. Any insured who is alleged to have committed "sexual abuse".

However, we will provide a civil defense to such insured until such time as that insured is judicially determined to have intentionally caused such "sexual abuse".

106366 (10/10)	Includes copyrighted material of Insurance Services Office, Inc with permission.	Page 1 of 4
----------------	--	-------------



- b. The cost of defense of, or the cost of paying any fines for, any insured or person resulting from actual or alleged violation of a criminal or penal statute.
- c. Liability of others assumed by any insured under any contract or agreement, either oral or in writing, unless specifically endorsed hereon.
- d. Any obligation for which any insured or any carrier may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law.
- e. "Bodily injury" as a result of "sexual abuse", sickness, disease or death sustained by any of your "employees" or "volunteer workers" arising out of, and in the course of employment by you or within the scope of their duties for you.
- f. Any loss or claim either directly or indirectly arising from an insured's activities as an officer or director of any corporation, company or business other than that of the Named Insured.

3. **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGES** is amended to read as follows:

**SUPPLEMENTARY PAYMENTS - COVERAGES A, B, D and E**

4. With respect to coverage provided by this Sexual Abuse Liability Coverage Endorsement, **SECTION II - WHO IS AN INSURED** is deleted and replaced with the following:

**SECTION II - WHO IS AN INSURED**

1. If you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your "executive officers" or directors.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than your "executive officers", but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury":

- (a) To you, to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above; or
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above.

5. With respect to coverage provided by this Sexual Abuse Liability Coverage Endorsement, **SECTION III - LIMITS OF INSURANCE** is amended as follows:

a. Paragraph 2. Is deleted and replaced with the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical Expenses under Coverage C;

106366 (10/ 10)	Includes copyrighted material of Insurance Services Office, Inc with permission.	Page 2 of 4
-----------------	--	-------------

- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
  - c. Damages under Coverage B;
  - d. Damages under Coverage D (if applicable); and
  - e. Damages under Coverage E.
- b. Paragraph 5. is deleted and replaced with the following:
5. Subject to 2. above, the Each Occurrence and Event is the most we will pay for the sum of:
- a. Damages under Coverage A;
  - b. Medical expenses under Coverage C;
  - c. Damages under Coverage D (if applicable); and
  - d. Damages under Coverage E.
- because of all "bodily injury" and "property damage" arising out of any one "occurrence"; or event.
- c. The following paragraph is added:
- All acts of "sexual abuse" by any one person or any number of persons together or in collusion, including any breach of duty in allowing or contributing to such acts, will be considered one event for the purposes of determining the Limits of Insurance.
6. With respect to coverage provided by this Sexual Abuse Liability Coverage Endorsement, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:
- a. Paragraph a. of 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** is deleted and replaced with the following:
 

**2. Duties In The Event Of Occurrence, Offense, Event, Claim Or Suit**

    - a. You must see to it that we are notified as soon as practicable of an "occurrence", offense, or event that may result in a claim. To the extent possible, notice should include:
      - (1) How, when and where the "occurrence", offense, or event took place;
      - (2) The names and addresses of any injured persons and witnesses; and
      - (3) The nature and location of any injury or damage arising out of the "occurrence", offense, or event.
  - b. The following Condition is added:
 

**Knowledge Of Offense, Event, Claim Or Suit**

Knowledge of an offense, event, claim or "suit" that is covered by this policy and occurs during this policy period, by an agent, servant or employee of any insured; and receipt of any demand, notice, summons, or other legal papers in connection with a claim or "suit" that is covered by this policy and occurs during this policy period, by an agent, servant or employee of any insured shall not in itself constitute knowledge of the insured or receipt by the insured unless any insured listed under paragraph 1. of Section II - Who Is An Insured shall have knowledge or shall have received such demand, notice, summons or other legal papers.

106366 (10/10)	Includes copyrighted material of Insurance Services Office, Inc with permission.	Page 3 of 4
----------------	--	-------------

7. With respect to coverage provided by this Sexual Abuse Liability Endorsement, the definition of "bodily injury" in SECTION V - DEFINITIONS is deleted and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish.

8. The following definitions are added to SECTION V - DEFINITIONS:

"Sexual abuse" means sexual molestation, including but not limited to sexual exploitation, deliberate physical contact of a sexual nature, mental abuse and illicit conduct of a sexual nature not involving physical contact.

"Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid more than \$5,000 per year as a fee, salary or other compensation by you or anyone else for their work performed for you. Independent contractors who are paid a fee, salary or other compensation are not considered "volunteer workers".

All other terms and conditions of the policy remain the same.

---

Authorized Representative

106366 (10/10)	Includes copyrighted material of Insurance Services Office, Inc with permission.	Page 4 of 4
----------------	--	-------------

**ENDORSEMENT**

This endorsement, effective 01/01/2015 12:01 A.M. forms a part of

Policy No. 66324699 - 01

issued to NATIONAL SOFTBALL ASSOCIATION

D/B/A: NATIONAL SOFTBALL ASSOCIATION

By: Lexington Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ CAREFULLY**

**TOTAL LEAD EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL UMBRELLA LIABILITY**

This insurance does not apply to any "bodily injury", "property damage", "personal and advertising injury", or any other loss, cost or expense arising out of the presence, ingestion, inhalation, or absorption of or exposure to lead in any form or products containing lead.

---

AUTHORIZED REPRESENTATIVE

58332 (08/07)

## ENDORSEMENT

THIS ENDORSEMENT EFFECTIVE: 01/01/2015 AT 12:01 AM

FORMS A PART OF POLICY NO.: 66324699 - 01

ISSUED TO: NATIONAL SOFTBALL ASSOCIATION

BY: LEXINGTON INSURANCE COMPANY

### FUNGUS EXCLUSION

*This endorsement modifies insurance provided under the following:*

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", or any other loss, cost or expense, including, but not limited to losses, costs or expenses related to, arising from or associated with clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by:

- a. Any "fungus(i)", "molds(s)", mildew or yeast, or
- b. Any "spore(s)" or toxins created or produced by or emanating from such fungus(i), "mold(s)", mildew or yeast, or
- c. Any substance, vapor, gas, or other emission or organic or inorganic body or substance produced by or arising out of any "fungus(i)", "mold(s)", mildew or yeast, or
- d. Any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any "fungus(i)", "mold(s)", mildew, yeast, or "spore(s)" or toxins emanating therefrom,

regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that "bodily injury", "property damage", "personal and advertising injury", loss, cost or expense.

For the purposes of this exclusion, the following definitions are added to the Policy:

"Fungus(i)" includes, but is not limited to, any of the plants or organisms belonging to the major group Fungi, lacking chlorophyll, and including molds, rusts, mildews, smuts, and mushrooms.

"Mold(s)" includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce molds.

"Spore(s)" means any dormant or reproductive body produced by or arising or emanating out of any "fungus(i)", "mold(s)", mildew, plants, organisms or microorganisms.

---

Authorized Representative

78689 07/03

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$ 99, and does not include any charges for the portion of losses covered by the United States government under the Act.

**ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement, effective at 12:01 A.M. 01/01/2015 forms a part of

Policy No. 66324699 - 01  
SOFTBALL ASSOCIATION

Issued to: NATIONAL SOFTBALL ASSOCIATION d/b/a: NATIONAL

By: Lexington Insurance Company

**FIREWORKS, EXPLOSIVES, PYROTECHNIC DEVICES, OR  
INCENDIARY DEVICE EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The following exclusion is added to Paragraph 2., Exclusions of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES) and Paragraph 2., Exclusions of COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION I - COVERAGES) as follows:

This insurance does not apply to "bodily injury", "property damage" and "personal advertising injury" caused by, arising out of, or resulting directly or indirectly, in whole or in part from fireworks, explosives, pyrotechnic devices, or any incendiary device.

However, this exclusion does not apply to "flashboxes". As used in this endorsement, "flashbox(es)" means a device used to create a visual effect along with an explosive noise and is induced electronically in a cylinder with no projectile, wadding, or wrapping.

All other terms, conditions and exclusions remain unchanged.

\_\_\_\_\_  
Authorized Representative

## ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective at 12:01 A.M. 01/01/2015 forms a part of

Policy No. 66324699 - 01  
SOFTBALL ASSOCIATION

Issued to: NATIONAL SOFTBALL ASSOCIATION d/b/a NATIONAL

By: Lexington Insurance Company

### LEGAL LIABILITY TO SPORTS PARTICIPANTS ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

Liability to Participants Occurrence Limit \$1,000,000

Deductible for Liability to Participants \$

- I. The following exclusion is added to paragraph 2. Exclusions of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)**:

This insurance does not apply to "bodily injury" to a "participant".

- II. The following is added to **SECTION I - COVERAGES**:

#### **COVERAGE E- LIABILITY TO "PARTICIPANTS"**

##### 1. Insuring Agreement.

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" to any "participant". We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result.

But:

(1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and

(2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverage E.

- b. This insurance applies to "bodily injury" only if:

(1) The "bodily injury" is caused by an "occurrence" that takes place in the "coverage territory"; and

(2) The "bodily injury" occurs during the policy period.

##### 2. Exclusions.

This insurance does not apply to:

- a. "Bodily injury" that is excluded under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions. Paragraphs a., b., c., d., e., f., g., h., i., and o.**

- b. Claims or "suits" brought by one "participant" against another "participant". However, this exclusion does not apply to claims or "suits" brought against you or any additional insureds who have been endorsed onto this policy.



III. The title "SUPPLEMENTARY PAYMENTS - COVERAGES A AND B" (SECTION I - COVERAGES) is deleted and replaced with the following:

**SUPPLEMENTARY PAYMENTS - COVERAGES A, B, D, AND E.**

IV. Paragraph 2. of SECTION III - LIMITS OF INSURANCE is deleted in its entirety and replaced with the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical Expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
- c. Damages under Coverage B;
- d. Damages under Coverage D; and
- e. Damages under Coverage E.

V. The following paragraph is added to SECTION III--LIMITS OF INSURANCE:

Subject to 2. above, the Liability to Participants Occurrence Limit shown in the Legal Liability to Sports Participants Endorsement is the most we will pay for the sum of all damages under Coverage E because of all "bodily injury" to all "participants" arising out of any one "occurrence".

VI. With respect to coverage provided by this Legal Liability to Sports Participants Endorsement only, the following definitions are added to SECTION V - DEFINITIONS:

"Participant" means any person who is instructing, supervising, training or practicing for, participating in or while otherwise involved in any sports or athletic activity, contest, or exhibition you operate or sponsor.

All other terms and conditions of the policy remain the same.

---

Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective at 12:01 A.M. 01/01/2015 forms a part of  
Policy No. 66324699 - 01 Issued to: NATIONAL SOFTBALL ASSOCIATION d/b/a NATIONAL  
SOFTBALL ASSOCIATION

By: Lexington Insurance Company

**EXCLUSION OF LIABILITY INSURANCE AFFORDED UNDER ANOTHER POLICY**

This endorsement modifies coverage provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

This insurance does not apply to any claim or "suit" which is covered under any other insurance policy specifically designated in the Schedule below.

This exclusion applies to any claim or "suit" which:

1. Is covered under any replacement, renewal or extension of any such other policy; or
2. Would have been covered under any such other policy, but for the exhaustion of limits, cancellation or expiration of such policy.

**Schedule of Designated Policies**

<u>Policy Number</u>	<u>Company Name</u>	<u>Operations or Premises</u>
011225801	LEXINGTON INSURANCE COMPANY	NSA SEPT TO SEPT POLICY

All other terms, conditions and exclusions remain unchanged.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

97021 (2/08)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

**f. Pollution**

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 01/01/2015

forms a part of

policy No. 66324699 - 01

issued to NATIONAL SOFTBALL ASSOCIATION d/b/a NATIONAL SOFTBALL ASSOCIATION

by LEXINGTON INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION - VIOLATION OF STATUTES IN CONNECTION WITH SENDING, TRANSMITTING OR  
COMMUNICATING ANY MATERIAL OR INFORMATION**

Paragraph q. Distribution Of Material In Violation Of Statutes, of Item 2. Exclusions, of Coverage A, Section I - Coverages; and

Paragraph p. Distribution Of Material In Violation Of Statutes, of Item 2. Exclusions, of Coverage B, Section I - Coverages;

are replaced with the following:

This insurance does not apply to any loss, injury, damage, claim, suit, cost or expense arising out of or resulting from, caused directly or indirectly, in whole or in part by, any act that violates any statute, ordinance or regulation of any federal, state or local government, including any amendment of or addition to such laws, that addresses or applies to the sending, transmitting or communicating of any material or information, by any means whatsoever.

To the extent any coverage may otherwise be available under this Policy, the provisions of this Exclusion shall supercede the same and exclude such coverage.

All other terms and conditions of the policy are the same.

---

Authorized Representative or  
Countersignature (in States Where Applicable)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or

- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".



"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

### Estimated Taxes, Assessments and Surcharges

The taxes, assessments and surcharges shown on the Schedule are based upon our knowledge of the current law in the states involved. If the law changes, or a rate or assessment changes, or a new surcharge is imposed, or a state reinterprets its law, any additional taxes, assessments and surcharges will become part of *Your Payment Obligation*.

PRG 7003 11/09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS OR DISCLOSURE OF  
CONFIDENTIAL OR PERSONAL INFORMATION AND  
DATA-RELATED LIABILITY – WITH  
LIMITED BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.p. of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

- p. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- B. The following is added to Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

## ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M., 01/01/2015  
Forms a part of Policy No.: 66324699 - 01  
Issued to: NATIONAL SOFTBALL ASSOCIATION  
D/B/A: NATIONAL SOFTBALL ASSOCIATION  
By: Lexington Insurance Company

### SERVICE OF SUIT CONDITION

This endorsement modifies insurance provided under the policy:

The following condition is added to this policy and, if applicable, supersedes any Service of Suit Condition currently provided therein:

In the event of our failure to pay any amount claimed to be due hereunder, we, at your request, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Counsel, Legal Department, Lexington Insurance Company, 99 High Street, Boston, Massachusetts 02110 or his or her representative, and that in any suit instituted against us upon this Policy, we will abide by the final decision of such court or of any appellate court in the event of any appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, we hereby designate the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by you or on your behalf or any beneficiary hereunder arising out of this Policy of insurance, and hereby designates the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

All other terms and conditions of the policy remain the same.

---

Authorized Representative

PRG 2023 (5/14)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 01/01/2015  
forms a part of Policy No. 66324699 - 01  
issued to NATIONAL SOFTBALL ASSOCIATION  
by Lexington Insurance Company

ECONOMIC SANCTIONS ENDORSEMENT

*This endorsement modifies insurance provided under the following:*

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

89644 6-13

Dept. of Commerce & Insurance  
500 James Robertson Pkwy.-7th Floor  
Nashville TN 37243



7015 0640 0007 0045 8326

FIRST CLASS



UNITED STATES POSTAGE  
02 1M  
0004292626  
\$ 12.80<sup>00</sup>  
CCT 04 2016  
MAILED FROM ZIP CODE 37243

6368512

7015 0640 0007 0045 8326 9/30/16  
LEXINGTON INSURANCE COMPANY  
2908 POSTON AVENUE, % C S C  
NASHVILLE, TN 37203